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The Solicitors' Journal.

LONDON, AUGUST 15, 1874.

IN A TABLE given in another column will be found details of the several matters disposed of by the Court of Chancery during the sittings in and after Trinity Term (1) in the present year, and (2) in 1873. It will be seen from this table that the work of the judges this year has been nearly as great as their work in the corresponding period last year, and much above the average of former years. The number of matters disposed of this year would have been considerably larger than it was, had it not been for the two overgrown cases before the Master of the Rolls and Vice-Chancellor Bacon, which, as we mentioned last week, occupied respectively seventeen and twenty-two days.

DURING THE LAST FORTNIGHT loud complaints have been made of the delays in the Paymaster-General's Office of the Court of Chancery. It is commonly reported that the whole of the work is at least a fortnight in arrear. This we are hardly prepared to believe, although we know that there is a considerable difficulty in getting work done within the ordinary time. The cause of this is perhaps not far to seek. The gentlemen who used to be clerks to the Accountant-General of the Court of Chancery are now Treasury clerks, having been handed over in a body to that department. One consequence of the Chancery Funds Act is that their office is open all the year round; and instead of the vacations they used to enjoy, they have only a short holiday, which must be taken at such times as may be arranged amongst themselves. No consideration or compensation having been given for depriving them of one of the benefits of what they held to be their contract of service, it is whispered that their dissatisfaction has taken the turn of determining not to do more work than can be done within the limits of the office hours. It is at any rate the fact that as soon as the clock strikes the regular hour for closing, all work ceases, whatever may be the pressure, and thus perhaps the arrears complained of may be accounted for. It is stated that the Treasury have sent some "writers" to fill up the gap, but it will not surprise anyone to hear that more time is wasted in teaching them the special duties of the department than is gained by their presence, at least for a considerable number of days. Meantime the period of pressure continues and suitors suffer accordingly. We hope that the Treasury authorities will soon learn that under the circumstances temporary assistance is not sufficient, but that a permanent addition to the staff of the Chancery pay office is needed.

ONE OF THE NON-LEGAL CORONERS seems rather to hanker after the power of committing newspapers for contempt of court; but we hope it will be some time before such a power is given to any medical gentleman. The case in which this desire peeped out was that of the unfortunate cabman whose death was accelerated by an altercation with the keeper of one of the Duke of Bedford's gates, near Euston-square. On the adjourned inquiry

the coroner is reported to have said that "when he came to hear the inquest on the previous occasion, he was surprised to find the jury asking the widow about things which she had never stated. On going out he went to a shop opposite and bought a *Daily Telegraph*. In it he found a leading article upon the affair, from which the jurymen had got the evidence. Now, if it had been a case in the higher court, the writer would no doubt have been fined." Accepting, on the authority of the coroner, the truth of the proposition that in these cases the printer and publisher have no concern in the matter, we must say that we think it would be a severe blow to penny-a-lining if the dreadful aspect of a coroner hurling his thunderbolts rose up between the ardent scribe and every harrowing accident or terrible murder. No professor of that art, however experienced or talented, could make his statements consist entirely of adjectives; and facts, he would have to bear in mind, are "evidence" which hereafter must come before an awful tribunal, legal or medical as the case may be.

THE PETITIONER in the Exeter *rerodos* case has given notice of appeal to the Privy Council, against the decision of Sir R. Phillimore; so that it is probable that before very long the ecclesiastical world will be enlightened on some rather difficult points of law. First among them is the question, what are the rights of the bishop in his cathedral church, and what are the powers of the dean, or the dean and canons, or the dean and chapter, with respect to the alteration of the fabric? The one point necessary for the decision of the Court of Arches was decided by the learned judge when he held that when anything has been erected in the cathedral, the bishop has not power, without the consent of the dean and chapter, to order its removal. The dean and chapter is a large body including not only the residentiary but the non-residentiary canons, and it is not likely that the present judgment will be accepted as a binding decision upon the respective rights *inter se* of all these reverend gentlemen. The public are certainly concerned to know clearly who is the person or who are the persons who have authority to make alterations in our cathedrals. This authority is sometimes claimed for the dean alone; sometimes it is supposed to be vested in the dean and residentiary canons; but it would be quite consistent with the present judgment to claim a vote in the matter for all the non-residentiary canons as well. We may expect that this question will be fully discussed in the Privy Council.

On the merits of the case there are two great questions at issue between the parties, first, whether the figures on the *rerodos* are prohibited as "images" by certain old laws, second, whether, placed above the Communion-table, they are proper as ornaments for our churches. The nature of the first question can only be understood by reference to the actual terms of the old laws and documents, which the space at our command does not permit us to give. The second involves a discussion of questions of ecclesiastical policy, and the tendency of human nature to superstition. Some misapprehension seems to have existed in certain quarters on this point. The petitioner did not rest his case on the danger of "idolatry" in the vulgar sense of worshipping the actual stone figure itself, but what he laid stress upon was an alleged tendency to existing Romish superstitions, particularly the use of images as "aids to worship;" and he contended that the English Reformers, in separating from Rome, objected to any image set in any place of honour in the church, or which could by possibility be used as an aid to worship; and that the image in the Exeter *rerodos* of the ascending Saviour must catch the eye of the communicant kneeling at the table and praying to the Saviour, and that, having regard to its position, it was likely to be used as an aid to worship. On the other hand, it was argued on behalf of the dean and canons, without, however, admitting that any danger from images existed in these times, that the objec-

tions raised could not, and were not understood by the Reformers to apply to figures in a group meant to represent an actual historical event, and that what the Reformers intended to abolish were separate moveable figures, which could be carried about in procession, censed, or worshipped. The question thus raised was interesting, both historically and philosophically, though perhaps somewhat difficult for lawyers to discuss; and we are not surprised that the learned judge, in holding that the images were not open to objection, did not go very deeply into the question, or into the arguments which had been addressed to him upon it.

THE LONG VACATION seems to have set in with its usual severity in the Temple, if we may judge from a letter on Marshal Bazaine which appeared in the *Times* on Friday, and was signed by "Q.C.," dating from that now more than usually quiet retreat. The *Times* had prophesied that the gallant Marshal, if he came here, would receive the protection usually accorded by England to political refugees. But the Q.C. is eager to put him under the Extradition Act. It is a sad thing for the Marshal that his coming, if he comes just now, will be at a time when Q.C.'s have nothing better to do than to write to the *Times*. Is there no Extradition Act between Switzerland and this country, whereby it is provided that all idle silk gowns shall be sent to the top of Mont Blanc at this time of the year? If there is not, we are sure that Marshal Bazaine would be glad if there were; unless, indeed, after all, before taking Q.C.'s advice and "handing him over to the French authorities . . . as an escaped convict of the ordinary kind," our authorities will at least wait until they are requested to do so by the duly constituted agents of the French Government.

RECENT EVIDENCE ON INSANITY AS A DEFENCE.

We commented last week on the report of the Select Committee of the House of Commons on the Homicide Law Amendment Bill; and we shall now make a few observations on part of the evidence given before the Committee. The witnesses examined were Baron Bramwell, Mr. Justice Blackburn, and Mr. Fitzjames Stephen, Q.C., the draughtsman of the Bill; and the evidence given by them is most exceptionally interesting to anyone who is desirous of studying the difficulties of criminal law. One point with which they all deal is a point of very great interest and importance; not merely in a legal or technical, but in a general point of view. We refer to the question how far insanity should be admitted as a defence in cases of murder or other crimes. The differences of opinion between them is very striking. The Bill, which may be supposed to embody Mr. Stephen's view, provided (section 24) that homicide should not be criminal if the person committing it was at the time prevented by any disease affecting his mind—(a) from knowing the nature of the act done by him; (b) from knowing that it is forbidden by law; (c) from knowing that it is morally wrong; or (d) from controlling his own conduct; but that homicide should be criminal if, although the mind was affected by disease, the disease did not in fact produce some one of the aforesaid effects in reference to the act by which death was caused, or if the inability to control the conduct was not produced exclusively by such disease. Any insane delusion was made presumptive evidence of insanity amounting to a defence. It is clear from these provisions and the evidence given by Mr. Stephen that in his opinion the present state of the law as to insanity is unsatisfactory, and that he takes a wider view of the subject than the strictly legal view according to the decisions. He clearly to some extent admits the propriety of the law's recognising the possibility of what the medical men call an irresistible impulse arising from mental disease. He says broadly, "when you pass a law

punishing a man for a crime, you are dealing with a reasonable being—you are dealing with a being whom you presume to know that on a great many familiar grounds, quite independent of any mere fear of punishment, he ought not to commit crime." He appears to mean that, speaking broadly, however difficult it is to draw the line between mental disease and sanity, the law ought not to treat the person of unsound mind in the same manner as the sane person. It may be true that the particular delusion entertained by a person is not such as in any way tends to justify his acts, but when you have a specific delusion, it shows such a disordered state of mind that the person is not one whom the law can fairly put on the same footing as an ordinary reasonable person. With regard to the question of irresistible impulse, Mr. Stephen admits that doctors make foolish statements on the subject, but says that it is not because a man makes a foolish statement on the subject that the law is to put itself into a false position: the question whether a disease exists which gives rise to a really uncontrollable impulse is a question of fact for the jury, which the law ought not to prejudice in any way whatever.

Baron Bramwell's view is a very extreme one, though it has commended itself to many logical minds. It may be summed up briefly thus. The right to punish exists only for the protection of society, not from any supposed right of moral retribution. The test is whether a man is capable of the deterrent influence of punishment. There appear to us two practical objections to the learned Baron's view; one is that whatever may be theoretically right, the popular sense will always, to some extent, insist on the moral element; it will never consent to hang people for the good of society unless there be also a feeling of moral reprobation for their conduct; the other is, that unless the insane person is so aware of his insanity and yet so sane as to calculate on escaping punishment by reason of it—a supposition which seems to us rather theoretical as applied to most cases—it is obvious that the deterrent effect of capital punishment is as far secured as it can be with regard to him in any case. The Baron's formula given in his evidence, viz., that the way to try who ought to be punished is to try who ought to be threatened with punishment, appears to us a fallacy. You do threaten insane persons so far as they are capable of threats by the working of the general law that persons committing murder shall be hanged. The question whether, when the threat has proved unavailing, the particular person shall be hanged is dependent on many other considerations besides the question of deterrent effect.

Mr. Justice Blackburn, though agreeing pretty nearly with Mr. Stephen's views, says that he never has been able to frame a definition of insanity satisfactory to his mind for criminal purposes. He clearly repudiates the old canon which makes knowledge of right and wrong conclusive. We think his Lordship really summed up the whole case when he said, "you must take it that in every individual case you must look at the circumstances and do the best you can to say whether it was the disease of the mind which was the cause of the crime, or the party's criminal will."

We may add that it appears to us that the reason why the legal intellect has always been so anxious to limit and define the defence of insanity, is the alarming extent to which medical science always tends towards the doctrine of irresponsibility, and makes a man's actions the necessary result of his physical structure, a doctrine which, carried out to its logical result, is obviously inconsistent with the very existence of a criminal law.

It is stated that the delegates appointed by the Turkish Government to attend the Brussels Congress only left Constantinople on the 7th inst., and that it is unlikely that they will arrive in time to be present at the last sittings, which, it is believed, will be held, if not this, at all events next week.

THE PROPOSED RULES OF COURT.

The Rules of Court prepared in pursuance of the Judicature Act, 1873, have at last been made public. They have not received the official sanction which would make them operative, and it is plain that they cannot do so until the next Session of Parliament; for they are in several points inconsistent with the schedule to the existing Act, so that an amending Act must be passed before they can be authoritatively issued. But whatever the story of next session may be, and whatever detailed alterations and improvements may yet be made in the proposed Rules, there can be little doubt that substantially we now have before us the procedure of the future in the courts to which the Rules apply, for it must be noted that they will not affect the Divorce Court.

It appears to us that we shall best assist our readers not by attempting prematurely to criticise the merits or demerits of the proposed Rules, or the impossible task of making an abstract of them; but by endeavouring to state in the order of their practical occurrence the principal steps in the conduct of an action, as governed by the Act, the schedule, and the Rules taken together.

But there is one question that meets us at the outset, and which it may be well to answer first—viz., where are actions to be carried on? The Act, it will be remembered (sections 60 to 66) authorised the establishment of district registries; but left it chiefly to the Rules to decide what the power and jurisdiction of the registrars should be, and over what actions; and left it to be determined by order in council what registries there should be. No order in council as to the latter point has yet been issued. But the rules deal with the former, and they deal with it as follows:—Except in probate actions, a plaintiff may issue his writ wherever he pleases. Any defendant who resides or carries on business within three miles of the registry where the writ is issued, or in Lancashire within the districts to be defined by order in council must appear there. Any defendant not so residing or carrying on business may appear there or in London. If all the defendants other than merely formal ones appear in the registry, the action proceeds there; otherwise it goes on in London. But any defendant may remove the case to London as of right, in the case of a writ specially indorsed after he has obtained leave to defend and before defence, in other actions before defence, and the court, a judge, or the registrar may remove the action to London at any time. If the action goes on in the registry all steps may be taken there down to judgment by default, or entry for trial, as the case may be, and execution may issue there. And in such cases the registrar will have the same jurisdiction as a master of one of the common law courts, and subject to the same appeal as in the case of a master.

Having dealt with the question of place, we may proceed to consider the subject of procedure in its order.

The proceedings in an action, for the most part, naturally fall into certain obvious divisions:—

- I. Proceedings for bringing the proper parties before the court.
- II. Proceedings for ascertaining the real points in controversy between the parties; in other words, pleadings.
- III. Proceedings for enabling each party duly to arm himself for the controversy with his opponent, including the whole subject of discovery.
- IV. Proceedings, the object of which is to prevent injustice or unnecessary hardship to either party in consequence of the inevitable delay in finally deciding upon the merits of the case, such as interlocutory injunctions, and other like protective orders.
- V. Proceedings (a) for deciding the facts in dispute.

(b) For applying the law to them so as to obtain the final judgment of the court.

- VI. Proceedings for enforcing the judgment of the court.
- VII. Proceedings on appeal.
- VIII. There must still remain various miscellaneous matters of procedure not easily brought under any general head, but not, on that account, of less importance.

I. Proceedings for bringing the proper parties before the court.

Every action will commence with a writ of summons. The operation of the Bills of Exchange Act is not interfered with, but in all other cases there is to be but one uniform period of eight days for the appearance to a writ served within the jurisdiction. No writ is to be issued for service abroad without an order for the purpose. The writ is to be in force for a year; and if it cannot be served within that time, leave may be obtained to renew it.

But the writ is not to be a mere summons to appear, such as the writ of summons issued for twenty years past in the common law courts. It must, by section 2 of the schedule, be "indorsed with a statement of the claim made or of the relief or remedy required in the action."

The Rules (order II. rule 2), provide that in this indorsement, "it shall not be essential to set forth the precise ground of complaint or the precise remedy or relief to which the plaintiff considers himself entitled. The plaintiff may by leave of the court or judge amend such indorsement so as to extend it to any other cause of action or any additional remedy or relief." And a large collection of forms of indorsements are given in a schedule in which the grounds of complaint are stated for the most part in very general terms. We give a specimen of them taken quite at random:—

"Defamation.—The plaintiff's claim is for damages for libel. The plaintiff's claim is for damages for slander.

Distress.—Replevin.—The plaintiff's claim is in replevin for goods wrongfully distrained.

Wrongful distress.—The plaintiff's claim is for damages for improperly distraining. [This form shall be sufficient whether the distress complained of be wrongful or excessive, or irregular, and whether the claim be for damages only, or for double value].

Ejectment.—The plaintiff's claim is to recover possession of a house, No. in street, or of a farm called Blackacre, situate in the parish of in the county of

To establish title and recover rents.—The plaintiff's claim is to establish his title to [here describe property], and to recover the rents thereof.

[The two previous Forms may be combined]."

But important as the mode of bringing the proper parties before the court is, it is even more important to determine whom you may and whom you must bring before the court in any action, and for what purpose you may bring them.

This is perhaps the point at which there has hitherto been the greatest difference of practice between the common law and chancery courts, and at which therefore reform was most absolutely essential. In the common law courts the narrowest possible rules have heretofore prevailed as to the joinder of parties. The business of a common law action was to settle by one judgment for plaintiff or defendant the rights of those particular parties. If A. and B. are plaintiffs A. and B. must be jointly interested in the relief sought. If C. and D. are defendants there cannot be judgment to one effect against C. and to another effect against D. But provided the parties to any claims are the same, and they claim always in the same right, there has for many years been the utmost latitude as to the joinder of causes of action. In chancery, on the other hand, while the combination of several separate controversies in one suit has been held open to objection on the ground of multifariousness, the object has always been to do complete justice to all parties with respect to the subject

matter of the suit; and all rules as to parties have been directed to secure this result. Under the new procedure the widest latitude will be allowed with regard both to the joinder of claims and the joinder of parties. By section 22 of the schedule several causes of action may, subject to rules, be joined in one action. And by section 23 it is not necessary that all the defendants shall be interested as to all the relief sought. And the Rules (Order XVI.) follow this up by provisions to the following effect:—

"1. No cause of action shall, unless by leave of the court or judge, be joined with an action for the recovery of land, except claims in respect of mesne profits or arrears of rent in respect of the premises claimed, or any part thereof, and damages for breach of any contract under which the same or any part thereof are held.

2. Claims by a trustee in bankruptcy as such shall not, unless by leave of the court or judge, be joined with any claim by him in any other capacity.

3. Claims by or against husband and wife may be joined with claims by or against either of them separately.

4. Claims by or against an executor or administrator as such may be joined with claims by or against him personally; provided the last-mentioned claims are alleged to arise with reference to the estate in respect of which the plaintiff or defendant sues or is sued as executor or administrator.

5. Claims by plaintiffs jointly may be joined with claims by them or any of them separately against the same defendant."

It will further be open to a defendant for the future to set up in an action by way of counter claim, not only claims hitherto the subject of set-off, but all such as would till now have been the subject of a cross action at law or a cross bill in Chancery.

All these provisions are, however, subject to the rule laid down in sections 20 and 22 of the schedule, and worked out in detail in the Rules, that where distinct controversies are inconveniently joined an order may be made to separate them.

With respect to parties the Rules (Order XV.) provide that—

1. All persons may be joined as plaintiffs in whom the right to any relief claimed is alleged to exist, whether jointly, severally, or in the alternative. And judgment may be given for such one or more of the plaintiffs as may be found to be entitled to relief, for such relief as he or they may be entitled to, without any amendment. But the defendant, though unsuccessful, shall be entitled to his costs occasioned by so joining any person or persons who shall not be found entitled to relief, unless the court in disposing of the costs of the action shall otherwise direct.

2. All persons may be joined as defendants against whom the right to any relief is alleged to exist, whether jointly, severally, or in the alternative. And judgment may be given against such one or more of the defendants as may be found to be liable, according to their respective liabilities, without any amendment.

3. Where an action has been commenced in the name of the wrong person as plaintiff, or where it is doubtful whether it has been commenced in the name of the right plaintiff or plaintiffs, the court or a judge may, if satisfied that it has been so commenced through a *bonâ fide* mistake, and that it is necessary for the determination of the real matter in dispute so to do, order any other person or persons to be substituted or added as plaintiff or plaintiffs upon such terms as may seem just.

4. Subject to the provisions of the Judicature Act, and the schedule thereto, and these Rules, the provisions as to parties, contained in section 42 of 15 & 16 Victoria, chapter 86, shall be in force as to actions in the High Court of Justice.

5. Subject as last aforesaid, in all probate actions the Rules as to parties heretofore in use in the Court of Probate, shall continue to be in force."

The schedule (section 9) further provides that any party, plaintiff or defendant, may be struck out or added as may be necessary, "to enable the court effectually and completely to adjudicate upon and settle all the questions involved in the action." The representation of

parties in the same interest, hitherto unknown in the common law courts, is provided for in the schedule (sect. 10).

By section 11 of the same schedule it is provided that partners may sue or be sued in the name of their firm. And as the enactment is new and not unimportant, it may be convenient to look a little forward and see how such a suit is to be carried through to its conclusion. In any such case, by the same section, any party may apply for a disclosure of the names of the partners. And in the cases of partners plaintiffs such disclosure may, under the Rules (Order VI., rule 2), be demanded on notice as of right. A writ against a firm may be served either upon one or more of the members or at their principal place of business. The partners in such case are to appear in their individual names. But the action is to proceed against the firm as such. And in the case of a judgment against the firm execution may issue (Order XXXVII., rule 8)—(a) against any property of the partners as such; (b) against any person who has admitted on the pleadings that he is or has been adjudged to be a partner; (c) against any person who has been served as a partner with the writ of summons, and has failed to appear. If the judgment creditor claims to be entitled to execution against any one else as a partner, he may apply for an order to that effect; and a judge may make such order if the liability be not disputed, or direct an issue if it be.

It not unfrequently, however, becomes important that the decision of a question arising in an action should be binding not only upon the original parties to the action, but also upon some other person, and therefore that such third person should be called upon to intervene in the action, and dispute the point in which he is concerned if he think it desirable to do so. Thus, to take the examples pointed at in the forms appended to the Rules (Schedule B, form 1), the defendant may be sued as surety, and he may be entitled to contribution from another person as co-surety. He may be sued as acceptor of a bill of exchange by an indorsee, and he may have accepted it for the accommodation of the drawer, who is no party to the action. He may be sued upon a contract which he has made merely as agent for another person, who is bound to indemnify him against liability. In any such case, according to the provision of section 12 of the schedule, and the later rules (Order XV., a notice, analogous to a writ of summons, may be served upon the third person concerned. If he chooses not to appear, the judgment in the action will be conclusive against him of what it decides. If he does appear and desire to intervene, the court, or a judge, may give him leave to defend.

Again, by the death or bankruptcy of a party, or the devolution of an estate or otherwise, fresh persons may become interested in the matters in controversy in addition to or in lieu of those originally affected. This case is provided for by section 17 of the schedule and by the Rules (Order XLV.) The machinery provided for introducing the requisite new parties is very like that now in use in the Court of Chancery.

The two cases to which we have just referred, together with the right of any person interested in the estate to intervene in a probate action, that of a person interested in the *res* to intervene in an admiralty action *in rem*, and that of a landlord to appear and defend in an action of ejectment against his tenant, appear to be the only instances in our future procedure of intervention by third persons in an action; a subject which occupies so large a space in some of the Foreign Codes of Procedure.

While speaking of the subject of the bringing of parties before the court it may be observed that proceeding in default of appearance will in the future be simplified in one or two respects. First, it will not be necessary, in any case or in any court, to enter an appearance for a defaulting defendant, but proceedings may go on as if he had appeared. And secondly, in an action of detinue or for damages a writ of inquiry may issue upon the indorsement of the writ without a heretofore filing a pleading.

II. Proceedings for ascertaining the real points in controversy between the parties.

Unless the defendant in entering his appearance has given notice that he wants no further information, the plaintiff must deliver a statement of his claim within six weeks after appearance. But it is open to the plaintiff to deliver his statement of claim at any earlier period, even to serve it with the writ if he pleases; and he may deliver one although the defendant has not desired it. If the defendant does require a statement of claim, and the action is for an ordinary money claim, an economic method of pleading is afforded to the plaintiff by rule 4 of Order XX., by which

"Where the writ is specially indorsed, and the defendant has not dispensed with a statement of claim, it shall be sufficient for the plaintiff to deliver as his statement of claim a notice to the effect that his claim is that which appears by the indorsement upon the writ, unless the Court or a judge shall order him to deliver a further statement. Such notice may be either written or printed or partly written and partly printed," &c.

The defendant will have eight days only to deliver his defence. The plaintiff will have three weeks to reply, and no subsequent pleadings will be allowed without leave. But all these periods may be enlarged by leave.

Under section 18 of the schedule, it will be remembered, all pleadings are required to be printed. The Rules (Order XVIII., rule 2) propose to allow any pleading to be delivered in manuscript which does not exceed three folios of seventy-two words each in length. This is one of the points to which we have referred, as to which an amending Act must be passed before effect can be given to the Rules.

The same thing is true of another matter of far greater importance. By the same section 18 of the schedule every pleading must be both *filed* and *delivered* to the opposite party. The Rules propose to dispense with the compulsory filing of all pleadings, and allow the parties simply to deliver them to one another. But if and when a judgment is entered, then by Order XXXVI., rule 1, it is provided that, "the party entering the judgment shall deliver to the officer a copy of the whole of the pleadings in the action; such copy shall be in print, except such parts (if any) of the pleadings as are by these rules permitted to be written."

The effect of this may perhaps be stated in the language familiar to common law practitioners by saying that whenever a judgment is signed, the record, if any, must be made up, but made up by the simple process of handing printed documents to the officer entering the judgment.

So far as to times and the mere mechanism of pleading. We must now look at the substantive rules of pleading. The schedule left this matter at large, only saying that pleadings should be "statements as brief as the nature of the case will admit." The rules on the subject of pleading are of considerable length. The fundamental rule (Order XVIII., rule 1), is as follows:—

"Every pleading shall contain as concisely as may be a statement of the material facts on which the party pleading relies, but not the evidence by which they are to be proved, such statements being divided into paragraphs numbered consecutively, and each paragraph containing, as nearly as may be, a separate allegation. Dates, sums, and numbers shall be expressed in figures and not in words. Signature of counsel shall not be necessary."

This rule of course implies the abolition of all the technicalities of common law pleading, common counts that disclose nothing, conclusions of law stated as propositions of fact, repetitions of the same facts in several counts on several pleas for the purpose of asserting several views of their legal effect. And in succeeding rules such nuisances as pleas in abatement, and new assignments are specifically abolished.

On the other hand, this rule is quite consistent with

the system of pleading hitherto in use in the Admiralty and Probate Courts.

It may seem too exactly to describe the system which, in theory at least, prevails in Chancery. And undoubtedly the terms of the rule differ little from those now in force as to the bills in Chancery. But before concluding that the pleading of the future will be what bills and answers have been, some further points have to be looked to.

In the first place, Chancery pleading, at least on the defendant's side, has been very materially affected by the incongruous mixture, in one sworn answer, of two radically distinct things, pleading and discovery, the statement by a defendant of his own case, and the furnishing by him to the plaintiff of the materials requisite for developing or proving his. For the future this will be otherwise. Each party will in his own pleading, without any oath, state his own case in his own way. And each will be compelled to give to the other on oath the discovery to which he may be entitled.

Secondly, among the pleading rules contained in order XVIII. are the following:—

14. Every allegation of fact in any pleading, if not denied specifically or by necessary implication, or stated to be not admitted in the pleading of the opposite party, shall be taken to be admitted, except as against an infant, lunatic, or person of unsound mind not so found by inquisition.

17. It shall not be sufficient for a defendant in his defence to deny generally the facts alleged by the statement of claim, or for a plaintiff in his reply to deny generally the facts alleged in a defence by way of counter-claim, but each party must deal specifically with each allegation of fact of which he does not admit the truth.

18. Subject to the last preceding rule, the plaintiff by his reply may join issue upon the defence, and each party in a subsequent pleading, if any, may join issue upon the previous pleading. Such joinder of issue shall operate as a denial of every material allegation of fact in the pleading upon which issue is joined, or such joinder of issue may except any facts which the party may be willing to admit, and shall thus operate as a denial of the facts not so admitted.

Two things are here laid down—first, that each party is taken to admit that which he does not deny; secondly, that that denial is not to be by a general joinder of issue in the first instance, but that each party must handle the case in detail once at least. It would be necessary to consider the bearing of these rules maturely, or rather perhaps it will be necessary to test their effect in practice, before saying how far they will be found to conflict with the traditions, and to modify the practice of equity draughtsmen.

Thirdly, one of the rules we have cited in terms forbids pleading evidence, a somewhat indefinite prohibition. But the following rules are more specific:—

"21. Wherever the contents of any document are material, it shall be sufficient in any pleading to state the effect thereof as briefly as possible, without setting out the whole or any part thereof unless the precise words of the document or any part thereof are material.

22. Wherever it is material to allege malice, fraudulent intention, knowledge, or other condition of the mind of any person it shall be sufficient to allege the same as a fact without setting out the circumstances from which the same is to be inferred.

23. Wherever it is material to allege notice to any person of any fact, matter, or thing, it shall be sufficient to allege such notice as a fact, unless the form or the precise terms of such notice be material.

24. Wherever any contract or any relation between any persons does not arise from an express agreement, but is to be implied from a series of letters or conversations, or otherwise from a number of circumstances, it shall be sufficient to allege such contract or relation as a fact, and to refer generally to such letters, conversations, or circumstances without setting them out in detail. And if in such case the person so pleading desires to rely in the alternative upon more contracts or relations than one as to be implied from

such circumstances, he may state the same in the alternative."

These rules, if really enforced, must tend to control the outrageous verbosity too often in practice found to characterise Chancery pleadings.

The several points we have indicated must all be considered in forming any judgment of the future system of pleading.

With respect to the amendment of pleadings, the effect of the rules in order XXIV. seems to be, in short, that a plaintiff may amend his statement of claim without any leave for the purpose, within the time limited for reply, that is to say, within three weeks after defence, or if no defence is delivered within four weeks after appearance. And the defendant has a similar right with regard to any set-off or counter claim in respect of which he is proceeding. In all other cases the court, or a judge at chambers, or the judge at the trial may order an amendment.

By section 19 of the schedule "where in any action it appears to a judge that the statement of claim or defence or reply does not sufficiently disclose the issues of fact in dispute between the parties, he may direct the parties to prepare issues, and such issues shall, if the parties differ, be settled by the judge." The rules contain no further provision on the subject of settling issues.

Issues of law may be summarily raised on the pleading by means of demurrer. Under the rules of Order XXV.,

"Any party may demur to any pleading of the opposite party, or to any part of a pleading setting up a distinct cause of action, ground of defence, set-off, counter-claim, reply, or as the case may be, on the ground that the facts alleged therein do not show any cause of action, or ground of defence to a claim or any part thereof, or set-off, or counter-claim, or reply, or as the case may be, to which effect can be given by the court as against the party demurring."

A demurrer is to be delivered in the same way and within the same time as a pleading. A demurrer to one part of a pleading, and an answer to another part may be combined in one document. A judge may either give leave to plead and demur to the same matter, or may reserve leave to plead in case the demurrer be overruled. Either party may enter the demurrer for argument.

III. Proceedings for enabling each party to arm himself for the controversy.

By far the most important class of proceedings under this head are those relating to discovery and inspection.

There is no point with respect to which the procedure of the Common Law Courts is more defective than discovery. The right to interrogate can only be obtained by an order, and upon an affidavit the necessity for which often defeats justice. And the allowing or disallowing interrogatories has always been treated by judges as a matter of discretion, not of right. The affidavit requisite for obtaining discovery of documents is not less embarrassing.

Under section 25 of the schedule and Order XXVIII. of the Rules the plaintiff may as of right deliver interrogatories with his statement of claim, or at any time down to the close of the pleadings, and the defendant may, in like manner, deliver them with his defence or down to the close of the pleadings. At any other time an order to interrogate must be obtained. An interrogatory may, within four days, be objected to and struck out if objectionable; or objection may be taken to answering it. And the objection will be dealt with summarily.

With regard to discovery of documents, by Rule 9 of Order XXVIII., an order for it may be obtained without any affidavit.

As to inspection of documents, section 26 of the schedule provides that each party shall be entitled on notice to inspect any document referred to in the pleadings or affidavits of his opponent, and the Rules provide in detail for working this out. In other cases an order

for inspection must be obtained upon an affidavit showing the right to inspect.

If either party disobey an order for discovery or inspection he will not only be subject to attachment, but if a plaintiff he will be liable to have judgment of *non pros* against him, and if a defendant to have his defence struck out, and judgment by default entered.

A further provision empowers either party to use in evidence one or more of the answers of his opponent without putting in the rest, subject to a discretion in the judge to require the rest to be put in if really so connected as to make this just.

IV. Proceedings for the protection of the parties against injury pending the final issue of the action.

The power of making interlocutory protective orders has hitherto belonged almost exclusively to the Court of Chancery. All branches of the court will under the new system have the same authority in these matters, and the powers of the court will be considerably larger than those of the Court of Chancery hitherto. In view of the great importance of this branch of procedure, we think it well to bring together the several provisions of the Act, the schedule, and the rules, so that their combined effect may be the better appreciated:—

By section 25, sub-section 8 of the Act:—

"A mandamus or an injunction may be granted or a receiver appointed by an interlocutory order of the court in all cases in which it shall appear to the court to be just or convenient that such order should be made; and any such order may be made either unconditionally or upon such terms and condition as the court shall think just; and if an injunction is asked either before, or at, or after the hearing of any cause or matter to prevent any threatened or apprehended waste or trespass, such injunction may be granted, if the court shall think fit, whether the person against whom such injunction is sought, is or is not in possession under any claim of title or otherwise, or (if out of possession) does or does not claim a right to do the act sought to be restrained under any colour of title; and whether the estates claimed by both or by either of the parties are legal or equitable."

By the schedule, section 43:—

"When by any contract a *prima facie* case of liability is established, and there is alleged as matter of defence a right to be relieved wholly or partially from such liability, the court or a judge may make an order for the preservation or interim custody of the subject-matter of the litigation or may order that the amount in dispute be brought into court or otherwise secured."

"44. It shall be lawful for the court or a judge, on the application of any party to any action, to make any order for the sale, by any person or persons named in such order, and in such manner and on such terms as to the court or judge may seem desirable, of any goods, wares or merchandise which may be of a perishable nature, or likely to injure from keeping, or which for any other just and sufficient reason it may be desirable to have sold at once."

"45. It shall be lawful for the court or a judge, upon the application of any party to an action, and upon such terms as may seem just, to make any order for the detention, preservation, or inspection of any property, being the subject of such action, and for all or any of the purposes aforesaid to authorise any person or persons to enter upon or into any land or building in the possession of any party to such action, and for all or any of the purposes aforesaid to authorise any samples to be taken or any observation to be made or experiment to be tried which may seem necessary or expedient for the purpose of obtaining full information or evidence. The court or a judge may also, in all cases where it shall appear necessary for the purposes of justice, make any order for the examination upon oath before any officer of the Court or any other person or persons, and at any place, of any witnesses or person, and may empower any party to any action or other proceeding to give such deposition in evidence therein on such terms, if any, as the court or a judge may direct."

By the Rules (Order XLVII.) an order under the

above sub-section of the Act or section 44 or 45 of the schedule may be obtained by the plaintiff at any time after writ issued, and by any other party after appearance. The same order contains the following further provision:

"Where an action is brought to recover, or a defendant in his statement of defence seeks by way of counter-claim to recover specific property other than land, and the party from whom such recovery is sought does not dispute the title of the party seeking to recover the same, but claims to retain the property by virtue of a lien or otherwise, as security for any sum of money, the court or a judge may, at any time after such last-mentioned claim appears from the pleadings, or, if there be no pleadings, by affidavit, or otherwise to the satisfaction of such court or judge, order that the party claiming to recover the property be at liberty to pay into court, to abide the event of the action, the amount of money in respect of which the lien or security is claimed, and such further sum (if any) for interest and costs as such court or judge may direct, and that upon such payment into court being made, the property claimed be given up to the party claiming it."

V. Proceedings for (a) deciding the facts in dispute, and (b) applying the law to them.

How much diversity there has hitherto been as to this branch of procedure in the several groups of courts, and how many defects demand a remedy in every single one of them, must be only too familiar by painful experience to most of our readers.

Under the proposed new procedure the mode of trial will not depend upon the particular division or court in which a case may be pending, but upon the choice of the parties or the discretion of the judge.

First, then, as to the tribunal. An action may be tried (and it must be observed that the word trial is used to include the hearing of a cause after evidence has been taken on affidavit, as well as a trial by oral evidence)—

- (a) Before a judge or judges.
- (b) Before a judge with assessors.
- (c) Before a judge and jury.
- (d) Before an official or special referee.
- (e) Before such a referee with assessors.

The plaintiff may choose any of these modes of trial.

But the defendant may apply within four days after notice of trial for an order to change the mode of trial. Or he may give notice that he desires any issues of fact to be tried by a jury. On this point the provisions of the Act, the Schedules, and the Rules are as follows. We leave them to speak for themselves:—

By section 56 of the Act the power to refer is "subject to such right as may now exist to have particular cases submitted to the verdict of a jury." By section 31 of the schedule the defendant may "upon giving notice that he desires to have any issues of fact tried before a judge and jury be entitled to have the same so tried." By Order XXXII., rule 21, "the court or a judge may, if it shall appear desirable, direct a trial without a jury of any question or issue of fact, or partly of fact and partly of law, arising in any cause or matter which previously to the passing of the Act could, without any consent of parties, be tried without a jury."

Different questions of fact may, by section 32 of the schedule, be ordered to be tried by different modes of trial. By sections 56 and 57 of the Act questions or issues of fact may be referred to referees official or special, and by Order XXXII. it is further provided that

"22. The court or a judge may, if it shall appear either before or at the trial that any issue of fact can be more conveniently tried before a jury, direct that such issue shall be tried by a judge with a jury."

23. Trials with assessors shall take place in such manner and upon such terms as the court or a judge shall direct.

24. In any action the court or a judge of the division to which the action is assigned may, at any time or from time to time, order the trial and determination of any question or issue of fact, or partly of fact and partly of

law, by any commissioner or commissioners appointed in pursuance of the 29th section of the said Act, or at the sittings to be held in Middlesex or London, and such question or issue shall be tried and determined accordingly."

So far as to the tribunal. Now, as to the method of proving facts:—

(a) *Primâ facie* all evidence is to be *viva voce* evidence.

(b) But the parties may agree to take the evidence by affidavits.

(c) Or particular points may be ordered to be proved by affidavit, the rest of the evidence being taken orally.

Where the evidence is to be oral the plaintiff may give a ten days' notice of trial as soon as issue is joined. If he does not do so within six weeks, the defendant may. Notice of trial cannot be countermanded except by consent or by order. And, practically, either party may enter the cause for trial.

When the evidence is to be by affidavit, then, under Order XXXIII., within fourteen days after the consent so to take the evidence, the plaintiff must file his affidavits and deliver a list. The defendant has a like fourteen days for his affidavits; and the plaintiff seven days for those in reply. As soon as the evidence is thus complete notice of trial may be given. And the cross-examination of witnesses, if any, will take place at the trial.

We may add that, if a new trial become necessary, it may be ordered on the particular question as to which there has been a miscarriage, and not necessarily of the whole action.

So far as to the determination of the facts. But how of the application of the law to them? By Order XXXII. rule—

"17. Upon the trial of an action the judge may, at or after such trial, direct that judgment be entered for any or either party, as he is by law entitled to upon the findings, and either with or without leave to any party to move to set aside or vary the same, or to enter any other judgment, upon such terms, if any, as he shall think fit to impose; or he may direct judgment not to be entered then, and leave any party to move for judgment. No judgment shall be entered after a trial without the order of a court or judge."

If the judge does not feel justified in directing judgment at the trial, or if he directs one subject to leave to move, then the final judgment of the court must be obtained by motion for judgment; and the rules of Order XXXV. will then apply—

"1. Except where by the act or the schedule thereto, or by these Rules, it is provided that judgment may be obtained in any other manner, the judgment of the Court shall be obtained by motion for judgment."

2. Where at the trial of an action the judge or a referee has ordered that any judgment be entered subject to leave to move, the party to whom leave has been reserved shall set down the action on motion for judgment and give notice thereof to the other parties within the time limited by the judge in reserving leave, or if no time has been limited, within ten days after the trial. The notice of motion shall state the grounds of the motion, and the relief sought, and that the motion is pursuant to leave reserved.

3. Where at the trial of an action the judge or referee abstains from directing any judgment to be entered, the plaintiff may set down the action on motion for judgment. If he does not so set it down and give notice thereof to the other parties within ten days after the trial, any defendant may set down the action on motion for judgment, and give notice thereof to the other parties."

It will be observed therefore that in all such cases the old fashion Rule *nisi* will be dispensed with.

By the same order it is provided that if the judge directs a wrong judgment upon the facts found the party aggrieved may move to set aside the judgment and enter the right one. But in this case, and in the case of a motion for a new trial, the rule will be only to show cause.

Lastly, it will not be necessary in every case that the

whole cause should be disposed of in one judgment or order. The old common law notion of only one judgment in one action is got rid of, for by the same order—

"8. Where issues have been ordered to be tried or issues or questions of fact to be determined in any manner, and some only of such issues or questions of fact have been tried or determined, any party who considers that the result of such trial or determination renders the trial or determination of the others of them unnecessary, or renders it desirable that the trial or determination thereof should be postponed, may apply to the court or a judge for leave to set down the action on motion for judgment, without waiting for such trial or determination. And the court or judge may, if satisfied of the expediency thereof, give such leave, upon such terms, if any, as shall appear just, and may give any directions which may appear desirable as to postponing the trial of the other questions of fact."

"10. Upon a motion for judgment, or for a new trial, or any other motion made under the provisions of the 43rd section of the Act, the court may, if satisfied that it has before it all the materials necessary for finally determining the questions in dispute, or any of them, or for awarding any relief sought, give judgment accordingly, or may, if it shall be of opinion that it has not sufficient materials before it to enable it to give judgment, direct the motion to stand over for further consideration, and direct such issues or questions to be tried or determined, and such accounts and inquiries to be taken and made as it may think fit."

It will be further remembered that under section 40 of the schedule any party may, at any stage of an action, apply for any order to which, on the admissions of fact in the pleadings, he may be entitled; and such application may be made summarily by motion (Order XXXV., r. 11).

VI. Proceedings for enforcing judgments.

This is a subject dealt with at some length in the Rules. But the result may be shortly stated. Hitherto different courts have had different methods in many instances of enforcing their judgments. Thus sequestration has been a mode of execution in use in Chancery and in the Probate Court, but not in the Common Law Courts. The attachment of debts has been limited to the Common Law Courts. The Probate Court could not make a charging order upon stock. For the future every form of execution will be available in any branch of the court in which a judgment may be recovered for the enforcement of which the particular process is appropriate. For the most part the rules as to the issue and execution of such process remain as they have been. But some changes are made: thus, by Order XXXVII., Rule 15, upon a judgment for a sum of money or costs execution may issue forthwith unless it be stayed. And as a judgment may be entered immediately after a verdict or its equivalent, the old fourteen days of grace will be abolished.

VII. Proceedings on appeal.

It will be remembered that by sections 19 and 49 of the Act an appeal to the Court of Appeal will lie from every judgment or order except one made by consent, or one as to costs only when they are in the discretion of the court. By section 50 of the schedule "all appeals shall be by way of rehearing, and shall be brought by notice of motion in a summary way, and no petition, case, or other formal proceeding other than such notice of motion shall be necessary." By section 57 of the schedule a year is limited for appeal against a final, and twenty-one days against an interlocutory, decision.

The chief provisions of the Rules as to appeals are, first, that notice of appeal shall be a fourteen-days' notice against a judgment, and four days against an interlocutory order. And the corresponding periods for a cross notice, in lieu of a cross appeal, by respondent are eight days and two days.

Upon matters of fact oral evidence taken in the court below is to be brought before the Court of Appeal by production of the judge's notes, or by such other means as the court shall direct.

VIII. Miscellaneous matters of Procedure.

We shall point out, under this head, a few matters which appear to us to be of special importance.

In Interpleader the present practice of the Common Law Courts is to be adopted in all branches of the court.

The action of ejectment will undergo substantial change, in that pleadings will for the future be delivered in it as in other actions. But the Rules (Order XVIII. rule 12) expressly protect a defendant, who is in possession by himself or his tenant, from the necessity of pleading his title except where his defence is equitable.

The vexed question upon which the Courts of Queen's Bench and Common Pleas have been so long at variance, as to when a cause of action is to be regarded as having arisen within the jurisdiction, in such a sense as to justify proceedings against persons out of the jurisdiction, is dealt with by Order X., rule 1.

"Service out of the jurisdiction of a writ of summons or notice of a writ of summons may be allowed by the court or judge whenever the whole or any part of the subject-matter of the action is land or stock, or other property situate within the jurisdiction, or any act, deed, will, or thing affecting such land, stock or property, and whenever the contract which is sought to be enforced or rescinded, dissolved, annulled, or otherwise affected in any such action, or for the breach whereof damages or other relief are or is demanded in such action, was made or entered into within the jurisdiction, and whenever there has been a breach within the jurisdiction of any contract wherever made, and whenever any act or thing sought to be restrained or removed, or for which damages are sought to be recovered, was or is to be done or is situate within the jurisdiction."

The law as to payment into court in satisfaction is altered by allowing it to be made at any time after service of the writ, without waiting for the time of pleading. (Order XXVII., rule 1).

The power of stating special cases is preserved, and special cases will be printed. (Order XXX.).

The common law practice as to the consolidation of actions is adopted for all divisions of the court. (Order XLVI., rule 4.).

The Common Law course of obtaining rules nisi upon ordinary practice motions is abolished, and notice and motion are substituted. The notice in ordinary cases is to be two days' notice.

By Order XLVIII.

"2. No rule or order to show cause shall be granted in any action, except in the cases in which an application for such rule or order is expressly authorised by these rules.

3. Except where by the practice existing at the time of the passing of the Act any order or rule has heretofore been made *ex parte* absolute in the first instance, and except where by these rules it is otherwise provided, no motion shall be made without previous notice to the parties affected thereby. But the court or judge, if satisfied that the delay caused by proceeding in the ordinary way would or might entail irreparable or serious mischief, may make any order *ex parte* upon such terms as to costs or otherwise, and subject to such undertaking, if any, as the court or judge may think just; and any party affected by such order may move to set it aside."

The practice as to applications in chambers is substantially unaffected.

We understand that Mr. James Buchanan, solicitor, of Gloucester, has become the proprietor of the *Gloucester Standard*, formerly belonging to Mr. W. Judd.

On Tuesday Mr. Church, the chief clerk of Vice-Chancellor Hall, commenced his vacation sittings, and will attend twice in each week. The Vice-Chancellor attended on Wednesday to hear urgent applications, of which we believe only four came before him. He will continue his sittings every Wednesday until further notice. Mr. Justice Blackburn will sit during the present week, and afterwards the long vacation judge will be in attendance on Tuesday and Friday in each week. Master Dodgson will attend during the present month.

RECENT DECISIONS.

COMMON LAW.

STATUTE OF FRAUDS—SIGNATURE.

Hudson v. Stuart, C.P., 22 W. R. 534.

The precise point decided in this case is new, but it is covered by a principle which has been long settled. In substance the case was this—one party to an agreement signed a memorandum and handed it to the other; the other altered the memorandum in red ink and signed it. The first then consented to the alterations, but did not re-sign. The question was whether this signature, so originally placed to a memorandum in one form, but applied by parol recognition to the altered memorandum, was a signature within the Statute of Frauds, or, in the way in which the question was put, whether evidence of that parol adoption was admissible. The court held that it was. To deny it would in effect have been to affirm that a signature must be made after the document to which it applies is written. But the contrary of this proposition has been long since established by the cases which show that a printed name is sufficient, if recognised and adopted by the person to be charged on his signature (*Saunderson v. Jackson*, 2 B. & P. 238; *Schneider v. Norris*, 2 M. & S. 286). These cases seem to have been overlooked, but the decision is in conformity with them.

COVENANT FOR TITLE—STATUTE OF LIMITATIONS.

Spoor v. Green, Ex., 22 W. R. 547, L. R. 9 Ex. 99.

The only point of general interest in this case is the question, when does time begin to run against a breach of covenant for title, or, in other words, is the want of title in the covenantor at the time of the conveyance a breach made once for all, or is it a continuing breach so long as the title remains imperfect? According to the opinion of Bramwell, B., it is a breach once for all, and not a continuing breach. According to the Chief Baron it is a continuing breach. Cleasby, B., seems to have thought that, though the lease (the existence of which constituted the breach) continued to exist and to give a right to enter within twenty years, yet as it did not continue to operate in fact, that is, as no one in fact exercised rights under it, there was no breach within that period. We cannot appreciate this reasoning; but with respect to the first-mentioned question, we must say that the opinion expressed by the Chief Baron appears to be the only one reconcilable with either the language or the decision in *Kingdon v. Nottle* (1 M. & S. 355, 4 M. & S. 53) and *King v. Jones* (5 Taunt. 418); and that, apart from authority, the reasoning of his lordship's judgment is more forcible than the contrary reasoning of Bramwell, B. Upon the whole case the Chief Baron was in a minority, but having regard to the ground (or apparent ground) of the judgment of Cleasby, B., we cannot regard the case as a decision against the view which the Chief Baron maintained, or the authority of the cases cited as at all weakened or impaired by it.

POOR—BREAK OF RESIDENCE.

Reg. v. Birmingham Union, Q.B., 22 W. R. 572, L. R. 9 Q. B. 340.

"Here is a case of a man who, because, instead of staying in the workhouse as he might have done, he goes elsewhere to earn his livelihood like an honest man, and in doing so inadvertently goes into another parish, is sent away from his friends back to a place from which he has been absent forty-five years. There is cruelty in saying that the fact that the man honestly tried to work for his living must cause him to lose his status of irremovability. . . . But here it is difficult to say that the pauper was not absent in such a sense that he had ceased to reside at Birmingham. He went to Smethwick to serve so long as he could agree to stay with his master.

He went to Smethwick and began such a residence as would have made him, had it continued for a year, irremovable from that parish. And if it was such as would have acquired the status of irremovability at Smethwick, it was such as to lose him that status at Birmingham. The question is the same in the one case as in the other" (*Blackburn, J.*). It is impossible to express either the law or the moral of the case more aptly.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY
ARBITRATION.*

(Before Lord ROMILLY.)

May 11.—*Re The European Society, Brown and Tylden's case.*

Life assurance company—Winding-up—Claim on policy—Payment between presentation of petition and winding-up order—Companies Act, 1862, s. 153—Disposition of property of the company—Discretion of the court—Fraudulent preference.

On B.'s death the trustees of three policies on his life in the E. Society sent in their claim, which was admitted on April 11, and payment was fixed for the 16th June. On the 10th June a petition to wind up the E. Society was presented, but stood over from time to time, until seven months later a winding-up order was made upon it.

In July the society, under pressure of an action commenced against them, paid the amount due on the policies.

Held, on the application of the joint official liquidator of the European Society, that the payment was void under the Companies Act, 1862, s. 153, and that the money must be refunded.

This was an application by the joint official liquidator of the European Society that Major Brown and the Rev. A. Tylden should refund the sum of £2,088 12s. paid to them on the 8th July, 1871.

The case was stated to be a representative one, which would govern a great many others where similar payments had been made.

Messrs. Brown and Tylden were trustees of a settlement, and as such became the holders of three policies effected originally with the Phoenix Company, on the life of a Mr. John Blyth. The business of the Phoenix Company had been transferred to the European Society.

On the 22nd February, 1871, Mr. Blyth died, and the trustees shortly afterwards brought in their claim against the European Society for the amount of the policies.

The proof of the death was admitted on April 11, and the day fixed by the society for payment was the 16th June.

On the 10th June the winding-up petition was presented, on which, after much delay, the order to wind up the society was ultimately made on January 12, 1872. The petition was advertised in the *London Gazette* and other newspapers on the 13th and 14th June, 1871.

The claim was not paid on the 16th June, and on the 27th June Major Brown and Mr. Tylden threatened to take proceedings; and on the 1st July a writ was taken out in an action against the society for the recovery of the amount due. On the 8th July a cheque for £2,088 12s., the entire claim, signed by two of the directors and the secretary of the society, but bearing date the 20th June, was handed to the solicitors of Messrs. Brown and Tylden by an officer of the society.

It was admitted that Messrs. Brown & Tylden, or their solicitors, had full knowledge of the winding-up proceedings.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator, contended that the payment was void as having been made after the commencement of the winding up, and that it was a fraudulent preference. If the directors had defended the action commenced against them, it could only have been by admitting the insolvency of their society, and then they could not have successfully opposed the winding-up petition. He cited the Companies Act, 1862, ss. 84, 153, 163, and 164; *Kent v. The Freehold Land Society*, 16 W. R. 990, L. R. 3 Ch. 493; *Re the Liverpool Civil Service Association*, 22 W. R. 636. If the other side

* Reported by R. TAUNTON RAIKES, Esq., Barrister-at-Law

rely upon the *National Bank's case* before Lord Westbury in this arbitration, *Eur. Arb. Min.* p. 375, the peculiarity of that case was that the solicitors of the National Bank said they did not know anything of the presentation of the petition when they received the money, though it had been advertised the previous day in the *London Gazette*, but your Lordship held in *Emmerson's case*, 14 W. R. 785, L. R. 2 Eq. 231, that the first appearance of the advertisement was notice to all the world.

Jackson, Q.C. (*Everitt* with him), for Major Brown and Mr. Tylden. Fraudulent preference is out of the question in a case where there has been such *bona fide* pressure as there has been in this case. The 153rd section of the Companies Act, 1862, must be read as a whole, and it says that dispositions of property made between the commencement of the winding up and the order for winding up shall, "unless the Court otherwise orders," be void. These words give the Court absolute discretion to confirm all such transactions as it considers to have been done in accordance with equity and justice. Lord Westbury in the *National Bank's Case*, *Eur. Arb. Minutes*, at p. 381, distinctly throws doubt upon the proposition that a *bona fide* payment of an actual debt due by a company still carrying on its business is, in any sense, a disposition of the property of the company within the meaning of the 153rd section. Moreover, the Life Assurance Companies Act, 1870, s. 21, altered the law as it previously stood, and amongst other changes introduced the word "insolvent" for the words "unable to pay its debts," and considering the very extended powers thereby given to the court, and the long procrastination which must result from the operation of that and the 22nd section, it cannot be argued that the 153rd section of the Act of 1862, is to operate as an authoritative enactment to the exclusion of the judicial discretion which it distinctly reserves. Lord Westbury acted on this discretionary power in the *National Bank's Case*, and Lord Cairns in *Re Wiltshire Iron Company*, *Pearson's case*, 16 W. R. 386, L. R. 3 Ch. 443, laid down that it was to be exercised in proper cases. See also *Gibbs & West's case*, 18 W. R. 970, L. R. 10 Eq. 312.

Lord ROMILLY:—"I do not think I have any option in the matter. This is a case in which money is paid after petitions are presented to wind up, making violent charges against the company, the truth of which, if they are true, the company must themselves be acquainted with, and which they afterwards admit."

His Lordship then referred to a case which he considered analogous to the present, and continued:—

"Here is a case of a sum of money which is paid, and which is paid after the petition has been presented a month. If the payment was made at the same moment that the claim was made, no doubt it would assist the case of the applicant. But there is no such thing. It is paid on the 8th of July, and the winding up of the company dates from the 10th of June. Well, how is it possible to say that a fraudulent preference, in the proper sense of the term, was not made? They made a claim on the company, the company says, 'Prove the debt, you are a creditor, we will pay you, we will give you a cheque.' And then they give the cheque, which is dated the 20th of June. Then, on the 8th of July it is paid. They were aware there was such a petition presented. The mere accident that the money was not paid two or three days sooner is a misfortune, but it is a misfortune that everybody is subject to, and therefore it is a case in which the person must take the consequences."

The costs were ordered to be paid out of the European estate.

Solicitors for the joint official liquidator, *Mercer & Mercer*.

Solicitors for Major Brown and Mr. Tylden, *Kingsford & Dorman*.

COUNTY COURTS.

BRADFORD.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Aug. 4.—*Re Moses Topham*.

Payment to creditor by friend of bankrupt pending proceedings for adjudication afterwards withdrawn.

H. filed a petition for adjudication against T., and a receiver was appointed. T. disputed the act of bankruptcy,

and the registrar directed the question to be tried by a jury. T. thought he could tide over his difficulties if he could pay H., and an arrangement was come to whereby one of T.'s friends undertook to pay H., and for that purpose went with T. to a bank, and gave T. a cheque, which T. cashed and afterwards paid over to H. T. then applied to the Court for an order dismissing the petition and discharging the receiver, and the consent of H.'s solicitor to this application was filed. At noon the next day the registrar made the necessary order. In the meantime, however, T.'s difficulties had become notorious, and at nine o'clock one of his other creditors had filed a petition against him, on which an adjudication was subsequently made.

Held, that the money paid to H. ought not to be refunded to the trustee in the bankruptcy.

Ex parte Jay, re Powis, 22 W. R. 175, L. R. 9 Ch. 133, distinguished.

The facts of this case appear sufficiently in the judgment, from which it will be gathered that at the time the payment was made to Messrs. Hirst, a receiver had been then already appointed.

Robinson (Berry and Robinson), for the trustee.

Green for the respondents, Messrs. Hirst.

HIS HONOUR said this was an application on behalf of Mr. A. B. Kemp, the trustee of the estate of Moses Topham, a bankrupt, to review, rescind, or vary a certain order made by the Court on the 1st of May last dismissing a certain bankruptcy petition presented by the respondents, John Hirst, the younger, Ben Hirst and Joshua Hirst, against Moses Topham, and discharging the respondent Joseph A. Binns from the office of receiver and manager; and for an order amalgamating the proceedings under this and the said petition; and for an order directing the respondents, Messrs. Hirst, to refund to the said trustee at such time as the Court should appoint the sum of £357 14s. 5d. paid by the bankrupt to the respondents on the 29th April last, with interest thereon at a rate to be directed, such payment having been made after the presentation of a bankruptcy petition by the respondents against Topham, and after the appointment of a receiver and manager of the property and business of Topham, and pending the proceedings under the petition and the existence of such appointment of receiver; and for an order directing the respondents (the Hirsts) to pay the costs of the application.

The facts were as follows:—The respondents, Messrs. Hirst, had had considerable transactions in business with the bankrupt, and had taken his trade acceptances to a large amount. One of such acceptances for £356 3s. 9d. had become due on the 21st of April last, and on presentment had been returned dishonoured, the expenses, &c., making a total of £357 14s. 5d. An appointment was made with the bankrupt to meet the Messrs. Hirst on the 23rd of April, with a view to make a demand of payment of that sum, and to found thereon an application for a debtor's summons. The meeting did not take place. Hirst attended, but Topham did not, and Messrs. Hirst were advised that the neglect of Topham to meet them was an absconding of himself with intent to defeat and delay them as creditors, and on that ground an act of bankruptcy. Acting on this advice, Messrs. Hirst, on the 24th of April, filed in the court a petition for adjudication in bankruptcy against Topham, alleging the act of bankruptcy to be that he had absconded himself within the meaning of the statute. After being served with the petition, Topham immediately gave notice that he intended to dispute the act of bankruptcy. The hearing of the petition took place before the registrar, and was appointed for the 28th of April. On that day and the 29th evidence was gone into and witnesses were examined at considerable length, and at the close the registrar expressed his opinion that the evidence was so conflicting that it would be proper that the question should be tried by a jury, and that an order would be drawn up to that effect. Immediately after the parties had left the court, Topham having a friend, William Pratt Tattersall, who was willing to support him by an advance of money, and believing at the time that his difficulties could be surmounted if the petition was withdrawn and the receiver discharged, communicated with Messrs. Hirst and their solicitor, Mr. Green, desiring to know whether the matter could be settled if Messrs. Hirst were paid the

amount of their debt by Tattersall, each party paying his own costs. Messrs. Hirst, under Mr. Green's advice, assented to the proposal, and thereupon Topham and Tattersall went together to the bank in Bradford where they both banked, and Tattersall then and there drew a cheque on his own account in favour of Topham for £357 14s. 5d., which cheque Topham immediately cashed, and with the proceeds went to Green's office, and there paid over the money to Hirst, Tattersall accompanying or immediately following him to satisfy himself that the payment was made. Thereupon Hirst gave Topham a receipt as for money paid by him in discharge of the bill, and the expenses of noting. It was then arranged that Topham should apply to the court forthwith for an order dismissing Hirst's petition and discharging the receiver, each party paying his own costs, and that Mr. Green, as Hirst's solicitor, should consent to the order. Application was accordingly made by Topham, and Green's consent was filed on the 30th of April, and on the following morning—May 1st—upon proof of these facts to the registrar the order desired was made. This is the order to which the first part of the present notice applies. It appeared that the proceedings before the registrar, upon Hirst's petition on the 28th and 29th of April, had been attended with much notoriety, and on the 30th of April so many of Topham's creditors pressed him for immediate payment of their debts, that on that day he became satisfied that the attempt he had made through the assistance offered him by Tattersall to stave off bankruptcy would be abortive. He resolved to file a petition for liquidation immediately after the order dismissing Hirst's petition had been obtained, and he accordingly filed such petition on the 1st of May, at one p.m. But at nine a.m. the same morning, a petition for adjudication in bankruptcy was filed by Messrs. Arnold, alleging an act of bankruptcy committed by Topham on the 30th of April, by absenting himself with intent to delay his creditors. Under the special circumstances the registrar appointed the petition to be heard at three p.m. the same day, and Topham, having been served and attending it, was heard accordingly, and upon satisfactory evidence of that act of bankruptcy being given the adjudication was made upon which the existing proceedings are founded.

The grounds upon which the present application was made by the trustee, as stated in the notice of motion, were that the payment of the £357 14s. 5d. was made after the presentation of a bankruptcy petition by the respondents against Topham, and after the appointment of a receiver, and pending the proceedings under such bankruptcy and the existence of such appointment of receiver. The letter of Messrs. Berry & Robinson to Mr. Green, of the 18th of June last, demanded repayment of the £357 14s. 5d. to the trustee, on the ground that the payment was made on the 29th of April, in fraud of the receiver and the court. In the argument on the present application no other fraud was insisted upon than this—that as the petition was pending and the receiver in existence, Messrs. Hirst were not competent to make any valid arrangement with Topham, who, as against them, must be taken to have committed the act of bankruptcy alleged in their petition; and any money he became possessed of ought to have been handed to the receiver as part of Topham's assets, and dealt with by him for the equal benefit of all Topham's creditors.

His Honour then referred to the case *Ex parte Jay re Pavis*, 22 W. R. 175, L. R. 9 Ch. 133, which he thought was distinguishable from the one before the court. In this case, when the payment was made—viz., on the 29th April—there was no adjudication of bankruptcy nor any act of bankruptcy admitted or proved. It was contended by Mr. Robinson for the trustee, as against the Hirsts, that as they had alleged an act of bankruptcy committed prior to the 24th of April, the day on which the petition was presented, they were stopped by their own allegation from denying that an act of bankruptcy had been committed on the 29th of April last when the payment was made; but he thought this was a fallacy. Topham had fairly raised an issue upon the fact of the act of bankruptcy, denying its existence, and had supported his denial by evidence so cogent that the registrar had decreed that the question should be tried by a jury. Messrs. Hirst, under those circumstances, were, in his opinion, fully at liberty to consider what course they, looking to their own interests as creditors, should take. They were not bound to involve themselves in an expensive litigation with an

uncertain result in order to protect the interests of other creditors, who were at liberty to take care of themselves by prosecuting their own petitions. If the Messrs. Hirst thought proper so to do, they might have withdrawn their petition; no other creditor could have complained, and the question of the costs of their petition could have been raised only between them and Topham. When Topham approached Messrs. Hirst with a proposal to pay to them their debt by means of an advance to be made by Tattersall upon the terms of each party paying his own costs, he was of opinion that they were at liberty to accept the proposal if the money really came from Tattersall, and not by any mere device out of Topham's assets as they then existed. If, upon the proposal being accepted, Tattersall had drawn the cheque in favour of Messrs. Hirst, and that cheque had been paid to and cashed by them, his Honour hardly supposed that any question could have been raised. But it was said on behalf of the trustee that by Tattersall drawing the cheque in favour of Topham and handing it to him he made it in law his property, and that the legal right to sue upon the cheque could not have been exercised by Topham otherwise than through the receiver with the sanction of the Court; and when Topham procured the cheque and cashed it, the moneys which he then received formed part of his estate and ought to have been handed by him to the receiver. His Honour was of opinion that those suggestions were all fallacious, considering it to be established by the evidence that Tattersall *bonâ fide* proposed to advance and procure to be advanced out of his own proper moneys the sum required to pay Hirst's debt, and that that advance was applied for that purpose. He was of opinion that the mode of doing it had not vitiated the transaction, which amounted to no more than the substitution of one creditor for another for an equal amount. The transaction had not the effect of diminishing the assets or increasing the liabilities. If the receiver had seized either the cheque or the proceeds when in the hands of Topham, before Hirst had been paid, he was of opinion that the Court, if applied to by the receiver for directions, would have been bound to direct him either to pay it to Hirst or return it to Tattersall, as it never formed part of the debtor's estate otherwise than under an obligation to apply it to the specific purpose for which it was intended, or, if that became impossible, to return it to the source from whence it came. To apply it to the general benefit of Topham's other creditors would be a wrong done both to the Hirsts and Tattersall. The motion, therefore, must be refused with costs, and the trustee would be recouped those costs and retain his own out of the estate.

APPOINTMENTS.

Mr. HENRY AIRD, of 8, Eastcheap, has been appointed a London Commissioner to administer oaths in the Court of Common Pleas.

Mr. CEDRIC HOUGHTON, of Preston, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Lancaster.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

August 7.—*Royal Commission*.—The Royal assent was given by commission to the following Bills:—Prince Leopold's Annuity Appropriation, Rating, Hertford College, Oxford; Boundaries and Archdeaconries, &c., Infants' Contracts, Real Property Limitation, Real Property Vendors, &c., Working Men's Dwellings, Police Force Expenses, Civil Bill Courts (Ireland), Intoxicating Liquors (Ireland), No. 2; Slaughter-houses, &c., Attorneys and Solicitors, Shannon Navigation, Royal (late Indian) Ordnance, Evidence Law Amendment Corporation (Scotland), Education Department Orders, Statute Law Revision (No. 2), Conveyancing and Land Transfer (Scotland), Public Health (Ireland), Colonial Clergy, Vaccination Act (1871) Amendment, Church Patronage (Scotland), Valuation (Ireland) Act Amendment, Registration of Births and Deaths, Sanitary Laws Amendment, Endowed Schools Acts Amendment, Royal Irish Con-

stabulary, &c., Private Lunatic Asylums (Ireland), Post Office Savings Banks, Great Seal Offices, Fines Act (Ireland) Amendment, Expiring Laws Continuance, Supreme Court of Judicature Act Suspension, Commissioners of Works, &c., Irish Reproductive Loan Fund, India Councils, Public Worship Regulation, Turnpike Acts Continuance, Local Government Board Provisional (No. 5) Orders Confirmation, Elementary Education Provisional Order Confirmation, Tramways Provisional Order Confirmation, Local Government Board (Ireland) Provisional Order Confirmation, Pier and Harbour Order Confirmation.

HER MAJESTY'S SPEECH.

The LORD CHANCELLOR read her Majesty's speech, from which the following are extracts:—

"The Emperor of Russia having made proposals for a Conference to be held at Brussels, the object of which is to lessen, by judicious regulations, the severities of war, I have, in common with other Powers, authorised a delegate to attend that conference; but before doing so I have thought it right to obtain assurances from all the Powers thus represented that no proposal shall be brought forward calculated either to alter the recognised rules of international law or to place restrictions on the conduct of naval operations. The recommendations which may issue from the Conference will have my careful consideration, but I have reserved to myself full freedom of action in regard to their acceptance or rejection."

"The legal measures which you have passed with reference to the limitation of actions for real property, the law of vendors and purchasers, and land rights and conveyancing in Scotland, as well as the Acts for regulating the sale of intoxicating liquors, and for carrying forward sanitary legislation in the United Kingdom, may be expected to be productive of public advantage and satisfaction."

"The Commission issued by me for inquiring into the state and working of the law as to offences connected with trade has been unable to complete its labours in time to admit of legislation during the session now about to terminate; and I regret that the pressure of business in the House of Commons has made it necessary to suspend the consideration of the measures for facilitating the transfer of land in England, for re-arranging the Judicature of England and Ireland, and for establishing an Imperial Court of Appeal. These subjects will naturally claim your earliest attention in a future session."

HOUSE OF COMMONS.

August 7.—*Corrupt Practices Acts*.—Sir G. BOWYER gave notice that he should move next session for leave to bring in a Bill to amend the Corrupt Practices Acts, and to remove the disabilities imposed on Mr. Albert Grant by the decision of Mr. Justice Mellor on the trial of the Kidderminster Election Petition; also to call the attention of the House to the anomalous decisions given under the Corrupt Practices Acts, and to the working of the said Acts, and to move for a Select Committee to inquire into the subject.

Appellate Jurisdiction.—Sir G. BOWYER, in making a formal motion for adjournment, said that a speech had been made by a member of the Government in another place in which he pledged the Government not to reconsider the question of the Court of Final Appeal, but to proceed with the Bill which had been withdrawn this session. The Bill which had been withdrawn had been withdrawn to the great satisfaction of the judges and bar of Ireland and Scotland, and certainly of the Bar of England, and that feeling was shared by many members of weight both in this and the other House of Parliament. He thanked her Majesty's Government for having withdrawn it, and for having given Parliament and the country an opportunity of re-considering this great question. He trusted her Majesty's Government would not allow themselves to be dictated to by the noble lord to whom he referred.

Parliament was prorogued to the 23rd of October.

On Thursday, the Prince of Wales opened the new Guildhall, Municipal Offices, and Law Courts at Plymouth. The buildings consist of two blocks enclosing a square. The great hall, situated in the southern and principal block, is flanked on either side by a police-court and offices and by assize courts. The buildings are in the early pointed style, and present a very handsome appearance.

TABLE SHOWING THE NUMBER OF MATTERS DISPOSED OF IN THE COURT OF CHANCERY, DURING THE SITTINGS IN AND AFTER TRINITY TERM, 1873 AND 1874.

	1874.	1873.
Rehearings and appeals.....	27	37
Appeal motions	23	37
Appeal petitions	3	2
Other petitions.....	3	3
Original motions	6	9
Appeals from the Stannaries Court	2	0
Appeals from the County Palatine of Lancaster.....	1	0
Pleas	0	1
Demurrers.....	16	13
Exceptions	8	5
Motions for Decree	408	203
Causes	68	20
Special Cases.....	6	3
Farther Considerations	258	335
Matters adjourned from Chambers	68	105
Petitions under Companies Act.....	43	37
Other petitions.....	890	996
Special motions	568	599
Motions of Course	99	117
Appeals from County Courts.....	2	5

THE TESTIMONIAL TO MR. T. W. BRAITHWAITE.

We gave last week a short summary of what took place at the meeting held at the Law Institution, Chancery lane, on Thursday, the 6th inst., for the purpose of presenting a testimonial—namely, a cheque for 350 guineas, and a handsomely bound book containing the names of the subscribers—to Mr. T. W. Braithwaite, of the Record and Writ Clerks' Office. The general interest, however, felt by the profession in the matter calls for a more extended notice of the meeting; and we accordingly now present our readers with the following report of the proceedings:—

The chair was taken by Mr. William S. Cookson, who, in addressing Mr. Braithwaite, spoke as follows:—Mr. Braithwaite, we have invited you to meet us to-day that we may have the pleasure of presenting to you this book, with an accompanying cheque for 350 guineas. I regret that it is not more; but it is not the amount of the money which will be the principal gratification to you. I think when you see the names of the gentlemen who are described in this book, it will be a gratification to you to find so many whom we all respect and honour. The book records the motives of those who desire you to accept this offering, and I will read the record:—"At a meeting of London Solicitors, held at the Hall of the Incorporated Law Society of the United Kingdom on the 20th day of July, 1874, it was resolved that this book, together with a purse of 350 guineas, be presented to Thomas Wells Braithwaite, who for more than thirty years has discharged with eminent efficiency, fidelity, and zeal, and with never-failing courtesy and kindness, important services in the Office of Clerk of Records and Writs of the High Court of Chancery, in testimony of their sincere regard and esteem for one to whose intelligent and useful publications they have been much indebted for instruction and guidance in the discharge of their professional duties." I will only say in addition that I think nothing can be more gratifying to a public servant who has grown grey in the discharge of his public duties than to receive such a testimonial from men with whom he has been in constant, almost daily, intercourse, of their esteem for him, and their appreciation of him as a good and faithful public servant, and as a man whom they are proud to class among their friends. I now present you with this book; and I present you also, not exactly in the words of the inscription but substantially the same, with a cheque for 350 guineas.

The book and cheque were then handed to Mr. Braithwaite.

Mr. BRAITHWAITE:—Mr. Cookson, Gentlemen,—I could wish that the duty which now devolves upon me were as easy as it is pleasant. It may seem strange, yet so it often is, that the long cherished hope of success which invariably

and perhaps naturally accompanies our toil, does not always prepare us to receive that success with unmingled feelings of joy when it comes. Still, encouragement is at all times cheering. The commendations bestowed on me in the circular which has been addressed to the profession, and in the inscription recorded in this beautiful book, cannot but be very gratifying to me. You too, sir, have been pleased to speak of me, and to me, in very complimentary terms. I will not unpolitely throw back the compliments by affecting that I do not in any degree deserve them. It has been the object and ambition of my official life to deserve well of the profession with which I have been associated, and that I have not been unsuccessful is shown by many repeated, I may say daily, expressions of approval which I have received from those who have derived assistance from my exertions. I have received much encouragement to persevere in work. Some of the many letters received during my service from Lord Romilly are couched in terms of great commendation; but in this testimonial there is a practical expression and proof of good opinion and good-will more encouraging than all that has gone before. Will you allow me to say a word or two with reference to a point suggested by you, Sir, in the remarks you made? You were good enough to express regret that the amount subscribed was not larger. [The CHAIRMAN.—I regretted that it did not more adequately express the feeling which pervades the profession of infinite respect for you and their obligation to you for the services you have rendered.] You will still allow me to say, without at all depreciating the testimonial, that it does not express the whole extent of the feeling of the profession; for since the movement commenced, I have received abundant assurance to that effect from many undoubted though non-subscribing friends. You too, sir, know that at the outset of the movement, I said in a note addressed to you at that time, that whatever the amount subscribed might be, whether large or small, I should value the step taken in my favour chiefly as a gratifying testimony to well intended efforts in the public service. I still entertain that view. Hence this book, recording the names of those who have subscribed, and their good opinion of me and my efforts, will ever be regarded by me with far greater satisfaction than the amounts written over against their names in the list of subscribers. You will not at all misunderstand me. I affect no indifference to money; nor am I unmindful of the value of the pecuniary gift to me; but there may be cases, and I venture to think this is one, in which subscriptions are not to be estimated by the mere market value of the amount subscribed. Regarding this testimonial, as I do, as a gratifying testimony to my own efforts and an encouragement to others in the public service, I am not much concerned respecting the amount subscribed, though that is both handsome and substantial.

Before concluding, I may perhaps say that it has been a satisfaction and pleasure to me to have secured the respect of so many in the profession, to have received the "well done" of those whom I have endeavoured to serve, and to have contributed, and assisted others in contributing to meet the wants of the profession in matters of practice. It has moreover been a pleasure and satisfaction to me to have helped many a clerk to get through his work with comfort to himself, and I hope advantage to his employer; and to have placed in the hands of my fellow clerks in the office books that have helped many in the performance of their duties. But, gratifying as are all these, I cannot but value most highly the united commendations of the profession as expressed in the letter to Lord Romilly in 1868, and now in this testimonial. Some may, perhaps, regard this presentation as a little affair; but I hope you will at least excuse me if I regard it as an event in my industrial career. I cannot say that this is a proud day with me, for the experience associated with my toil forbids either pride or elation. I am certainly very glad that anything I have done should be deemed at all deserving special notice, and I am not using words of course when I say that, if a grateful heart and an eloquent tongue were always close companions, I might find words suitable to express my obligations to you, Sir, and several other gentlemen of high position in the profession, and some of the officers of the Court, whose countenance, encouragement, and help, have been to me both a stimulus and a

support. I feel more than I can express in respect of the support with which you, Sir, have favoured the movement that is now terminating, a support which must have greatly furthered the efforts of its promoters and the wishes of the subscribers; nor can I sufficiently thank those gentlemen who, amid the pressure of their own responsible professional work, have devoted so much time and attention to the successful prosecution of this movement. I can only tender to them, and to all, my heartfelt thanks, and an assurance that in any service which I may yet be able to render, be it long or short, I shall feel more than ever encouraged to continue in that course which has secured for me so much favour in the profession.

The thanks of the meeting were then given to the Chairman for presiding and for having acted as treasurer, and to the honorary secretaries, Mr. C. H. Collette and Mr. R. W. Wall, for their exertions in promoting the testimonial; and the proceedings, which were characterised throughout by great cordiality, and many expressions of esteem and friendship for Mr. Braithwaite, were then brought to a close.

LEGAL ITEMS.

Sir Mutu Coomara Swamy, of Ceylon, on whom her Majesty has just conferred the honour of knighthood, is remarkable as having been the first person who, being neither a Christian nor a Jew, was admitted a barrister of one of our Inns of Court; his "call" bears date January, 1863, at Lincoln's Inn. He is a member of the local council of Ceylon.

It is said that 36 essays, written in German, English, French, and Italian, have been sent in to the Social Science Association by competitors for the prize of £300 placed at the disposal of the association by his Excellency Don Arturo de Marcartu, ex-Deputy to the Cortes in Spain, and to be awarded for the best essay on the following subject:—"In what way ought an international assembly to be constituted for the formation of a code of public international law, and what ought to be the leading principles on which such a code should be framed?"

The *Leeds Mercury* reports that Saturday being the last day of the Manchester Assizes, counsel appeared and pleaded without wig and gown, and in ordinary morning dress. Mr. Justice Archibald expressed surprise at the phenomenon. Mr. Temple, Q.C., who was then pleading, explained that there was a custom on the Northern Circuit that on the last day of assize counsel need not or should not appear in their robes. His own robes had been sent on to Liverpool. He believed that gentlemen who did wear their robes were liable to a fine. The matter had been mentioned to the late Mr. Justice Willes, who highly approved the custom. The judge said he must confirm the custom of the circuit, but that before the custom was explained, although he had heard Mr. Temple's voice, of course he could not tell where it came from.

Mr. A. Henry, of Pump-court, Temple, in a letter to the *Times*, has called attention to a discovery made by him a few days ago of a very rare book in the library of the Middle Temple. The work is a copy of the first nine books of the Code of Justinian with the gloss, published at Nuremberg in 1475 by Andrew Frisner and John Sensenschmid, and, accordingly, now within a few months of its 400th birthday. By some mistake the book appears in the catalogue of the library as a century younger. Mr. Henry adds that the edition of the first nine books of the Code by Peter Schoyffer in 1475 is generally considered the *editio princeps*; but Schoyffer's edition preceded Sensenschmid's by only a few months, as Schoyffer's saw the light in January, 1475, and Sensenschmid's in June of the same year.

The following is a short epitome of the Private Bill business during the past session of Parliament. There were 288 petitions for Bills; 57 petitions were not brought up; 228 Bills were brought in, 25 of which were subsequently withdrawn. Two petitions failed before the Standing Orders Committee. Six Bills were thrown out in the Lords, two of which had passed the Commons. Eleven were thrown out in the House of Commons. There were 17 Opposed Private Bill Committees in the Lords and

28 in the Commons. Of the 187 Bills passed, 104 were unopposed in both Houses. Besides the Bills absolutely thrown out a large number were greatly reduced, or amended in their provisions. Of the Bills which have passed, 22 are for the incorporation of new railway companies. The Private Bill Committees this year commenced in both Houses the third week in April and concluded the third week in July.

On the 5th inst. the Grand Jury of the county of Somerset made the following presentment to the judges attending the assize:—"The Grand Jury of the county of Somerset beg to present as follows:—1. That the city of Wells is, as nearly as possible, the centre of the population of the county of Somerset. 2. That the number of lines of railway converging on Wells renders that city peculiarly accessible and convenient for prosecutors, witnesses, jurymen, and such other inhabitants of the county as are usually assembled at the assizes. 3. The Grand Jury, therefore, respectfully urge that in any contemplated rearrangement of circuits your Lordships, the judges present at this assize, will add the full weight of your testimony to the paramount claims of the county of Somerset that a summer assize for this great and important county should be annually holden (as heretofore) at the city of Wells." It has been stated in reference to the above that though there are plenty of railways leading to Wells, the arrangements for passenger traffic are most defective, and that, in consequence, witnesses and others are in the habit of suffering the greatest inconvenience and delay.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

Michaelmas Educational Term, 1874.

SCHEME OF LECTURES AND CLASSES.

SUBJECTS, PROFESSORS, AND TUTORS.

Jurisprudence, including International Law, Public and Private—Roman Civil Law—and Constitutional Law and Legal History.

Professor, and taking Private Classes, in Constitutional Law and Legal History—Sheldon Amos, Esq.

Tutor in Jurisprudence, including International Law, Public and Private—Alexander Henry, Esq.

Tutor in Roman Civil Law—William A. Hunter, Esq.

Equity.

Professor—Andrew Thomson, Esq., LL.D.

Tutors—Wm. Charles Harvey, Esq.; Henry Wm. May, Esq.

The Law of Real and Personal Property.

Professor—Frederick Prideaux, Esq.

Tutor—John Bradley Dyne, Esq.

The Common Law.

Professor—Herbert Broom, Esq., LL.D.

Tutors—John Houston, Esq.; David Lyell, Esq., LL.D.; Maurice Powell, Esq.

Hindu and Mahomedan Law, and the Laws in force in British India.

Professor, and taking Private Classes—John Bruce Norton, Esq.

Days and Hours appointed for the Delivery of the Public Lectures by the Professors, and for Instruction by the Tutors in Private Classes.

N.B.—The hours put in SMALL CAPITALS denote the hours of the Public Lectures.

Roman Civil Law.

Professor—Mr. Amos, Wednesday, two p.m. First lecture 11th Nov.

Tutor—Mr. Hunter, Monday, 10.45 a.m.; Wednesday, 10.45 a.m.; Friday, 10.45 a.m. First class meets 13th Nov. Lectures delivered and Classes held in the Middle Temple Hall.

Jurisprudence, including International Law, Public and Private.

Professor—Mr. Amos.

Tutor—Mr. Henry, Tuesday, 3.45 p.m.; Thursday, 3.45 p.m.; Saturday, 2 p.m., first class meets 7th Nov.

Lectures delivered and Classes held in the Middle Temple Hall.

Constitutional Law and Legal History.

Professor, and taking Private Classes—Mr. Amos, Tuesday, 10 a.m.; Thursday, 10 a.m.; Friday, two p.m., first lecture 6th Nov.; Saturday, 9.45 a.m., first class meets 7th Nov. Lectures delivered in the Middle Temple Hall.

On Tuesdays and Thursdays Mr. Amos's class will be held in the Benchers' Reading Room, Middle Temple. On Saturdays the class will be held in the Middle Temple Hall.

Equity.

Professor—Dr. Thomson. Elementary, Thursday, two p.m. Advanced, Thursday, THREE p.m. First lecture 5th Nov. Lectures delivered in Lincoln's Inn Hall.

Tutors—Mr. Harvey. Elementary, Monday, 3.45 p.m.; Wednesday, 3.15 p.m.; Friday, 3.15 p.m. Advanced, Monday, 4.30 p.m.; Wednesday, 4.15 p.m.; Friday, 4.15 p.m. First class meets 6th Nov. Mr. May, Elementary, Tuesday, 11 a.m.; Thursday, 11 a.m.; Saturday, 11 a.m. Advanced, Tuesday, 12 noon; Thursday, 12 noon; Saturday, 12 noon. First class meets 7th Nov. Classes held in the Class Room at Lincoln's Inn.

The Law of Real and Personal Property.

Professor—Mr. Prideaux.

Lectures—Elementary, Tuesday, two p.m. Advanced, THREE p.m. First lecture 10th Nov. Lectures delivered in Gray's Inn Hall.

Tutor—Mr. Dyne. Elementary, Monday, 11.45 a.m.; Wednesday, 11.45 a.m.; Friday, 11.45 a.m. Advanced, Monday, 12.45 p.m.; Wednesday, 12.45 p.m.; Friday, 12.45 p.m. First class meets 11th Nov. Classes held in Gray's Inn Hall.

The Common Law.

Professor—Dr. Broom. Elementary, Monday, two p.m. Advanced, Monday, THREE p.m. First lecture 9th Nov. Lectures delivered in the Inner Temple Hall.

Tutors—Mr. Houston. Elementary, Monday, 3.45 p.m.; Wednesday, 3 p.m.; Friday, 3 p.m. Advanced, Monday, 4.30 p.m.; Wednesday, 4 p.m.; Friday, 4 p.m. First class meets 9th Nov. Classes held in the Benchers' Reading Room, Middle Temple.

Dr. Lyell. Elementary, Tuesday, 3.45 p.m.; Thursday, 3.45 p.m.; Saturday, 12.45 p.m. Advanced, Tuesday, 4.45 p.m.; Thursday, 4.45 p.m.; Saturday, 1.30 p.m. First class meets 10th Nov.

On Tuesdays and Thursdays Dr. Lyell's class will be held in the Lecture Room, Inner Temple. Entrance, No. 3, King's Bench Walk. On Saturdays the class will be held in the Inner Temple Hall.

Mr. Powell. Elementary, Monday, 3.45 p.m.; Wednesday, 3.45 p.m.; Friday, 3.45 p.m. Advanced, Monday, 4.45 p.m.; Wednesday, 4.45 p.m.; Friday, 4.45 p.m. First class meets 9th Nov. Classes held in the Lecture Room, Inner Temple. Entrance at No. 3, King's Bench Walk.

Hindu and Mahomedan Law, and the Laws in force in British India.

Professor, and taking Private Classes—Mr. Norton, Monday, 9.45 a.m., first class meets 9th Nov.; Wednesday, 9.45 a.m.; Friday, 9.45 a.m.; Saturday, QUARTER TO ELEVEN a.m., first lecture 7th Nov. Lectures delivered in the Middle Temple Hall. Classes held in the Benchers' Reading Room, Middle Temple.

The first public lecture of this course will be delivered by the Professor on Equity on Thursday, 5th November, at 2 p.m.

Any further information required by students respecting the lectures and classes can be obtained on application to the Clerk of the Council, Lincoln's Inn Hall.

BOARD OF EXAMINERS.

In Jurisprudence, including International Law, Public and Private, and the Roman Civil Law:—Frederick Harrison, Esq.

In Constitutional Law and Legal History:—Thomas Collett Sanders, Esq.

In Equity:—Arthur Shelly Eddis, Esq., Q.C.

In Common Law:—J. R. Bulwer, Esq., Q.C.; Henry Matthews, Esq., Q.C.

In Real and Personal Property:—John Shapter, Esq., Q.C.

PROSPECTUS OF THE LECTURES OF THE PROFESSORS
AND OF THE CLASSES OF THE TUTORS.

The Professor of Jurisprudence will deliver the following Courses of Lectures during the ensuing Educational Term:—

Constitutional Law and Legal History.

1. The Province of Constitutional Law.
2. The "Prerogative" of the Crown.
3. The Composition, Functions, and Privileges of the Houses of Parliament.
4. Safe-guards of the so-called "Liberty of the Subject."
5. Historical Survey of English Criminal Law.
6. History of Laws regulating the Administration of Justice.

Roman Civil Law.

1. Historical Development of Roman Laws of Procedure.
2. The Formulary System of Pleading.
3. Classification of the different sorts of Roman Actions.
4. The Roman Interdict and its various kinds.
5. Comparison of Procedure under the Emperors with Modern Continental Procedure.
6. The Roman Law of Evidence.

Jurisprudence and International Law.

The Tutor in Jurisprudence and International Law, Public and Private, proposes to take the following Subjects:—

Jurisprudence.

1. The Principles which govern the Interpretation of Written Law and Legal Documents.
2. The Law of Things, Primary Rights in Rem (Ownership) (Continued).
3. The Early History of Property and Contract.

Public International Law.

Rights of War as to Neutrals.

Private International Law.

1. Marriage and Divorce.
2. The Law of Immovables and Movables.

Roman Law.

The Tutor in Roman Law will, as far as time permits, consider the following Subjects:—

Law of Inheritance.

Part 1.—Universal Succession.

1. Nature and Examples of Universal Succession. Definition of Heres.
2. Rights and Duties of the Heres.—1. Prior to Justinian.
2. Transformation by Justinian.
3. Succession of the Heres, ab intestato.—1. The Ancient Customary Law of Succession. 2 Development of the Law by the Prætors and Emperors. Bonorum Possessio. 3. Reorganisation of the Law of Intestate Succession by Justinian. 4. History of Succession to Freedmen.
4. Succession of the Heres, ex testamento.—1. Relation of the Roman Will to the Succession of the Heres. 2. History of the Forms of the Roman Will. 3. Disinheritance.
4. The Querela inofficiosi testamenti. 5. Institution and Substitution of Heredes. 6. Incapacity of Testator, Heres, or Witnesses to a Will. 7. Fideicommissa.
5. Actions connected with Inheritance.

Part 2.—Particular Succession. Legacies.

1. Nature of Legatum, Fideicommissum, and Donatio mortis causa.
2. Rights and Duties of Legatee.
3. History of Forms of Bequest.
4. Conditional Legacies.
5. Restrictions on Legacies.
6. Special Kinds of Legacies.
7. Interpretation or Construction of Wills and Legacies.
8. Actions in support of Legacies.

The text-books are the Institutes of Gaius and Justinian.

Constitutional Law and Legal History.

The Professor of Jurisprudence, in his Private Class in Constitutional Law and Legal History, will complete the

subject of Constitutional Law, by investigating the state of the Law relating to Impeachment and to Securities for the "Liberty of the Subject." He will then prosecute an inquiry into the History of Laws relating to Property, Crime, and the Modes of Administering Justice. He will refer (among other works) to Hallam's and May's Works; Stubb's Select Charters and Constitutional History; Reeve's History of English Law; Broom's Constitutional Law; Spence's Equitable Jurisdiction of the Court of Chancery, Vol. 1; Forsyth's History of Trial by Jury; and Stephen's General view of the Criminal Law of England.

Equity.

The Professor of Equity proposes to deliver, during the ensuing Educational Term, Two Courses (Elementary and Advanced respectively) of Public Lectures (there being Six Lectures in each Course) on the following Subjects, including the most important Statutory provisions and the principles of pleading and the practice of the Courts applicable thereto respectively:—

1. The Administration of the Estates of Deceased Persons (so far as that subject was not fully treated of during last Term).

2. Election and Satisfaction.

Note.—A short time since, a Course of Equity Lectures was delivered on Conversion, Election, and Reconversion. It should therefore be borne in mind that the Lectures on the secondly above-mentioned Subjects will not to any extent involve a repetition of the subject-matter of any former Lectures (the term "Election" when taken in connection with the term "Satisfaction" being used in a different sense to that in which it is used in connection with the term "Conversion.")

The Professor hopes that gentlemen attending the Public Lectures on Equity will, in addition to their ordinary reading, pay special attention to the above-mentioned Subjects, and that for such purpose they will read the following Cases (with the Notes thereto respectively), in White and Tudor's Leading Cases in Equity, and in the following order, namely:—on Administration:—*Silk v. Prime*, vol. 2. p. 111; *Ashburner v. Macquire*, vol. 2. p. 267; *The Duke of Ancaster v. Mayer*, vol. 1. p. 630; and *Aldrich v. Cooper*, vol. 2. p. 78; on Election:—*Noyes v. Mordaunt*, and *Streetfield v. Streetfield*, vol. 1. p. 331; and on Satisfaction:—*Ex parte Pys* and *Chancey's Case*, vol. 2. p. 365.

Mr. Harvey will discuss the following Subjects with his Classes:—

Elementary Class.

1. Fraud.
2. Account.
3. Suretyship.
4. Partnership.

Advanced Class.

1. The Law relating to Mortgages.
2. The Vesting and Divesting of Estates and Interests.

Mr. May will discuss the following Subjects with his Classes:—

Elementary Class.

1. Mistake.
2. Account.
3. Administration.
4. Marshalling.
5. Partition.
6. Partnership.

Advanced Class.

1. Voluntary Dispositions of Property (so far as not fully discussed last Term).
2. The Administration of the Estates of Deceased Persons.

Law of Real and Personal Property.

The Professor of the Law of Real and Personal Property proposes to deliver, during the ensuing Educational Term, Twelve Public Lectures (there being Six Lectures in each Course) on the following Subjects:—

Elementary Course.

1. On an Ordinary Assurance of Real Estate.
2. On Contracts for the Sale of Land, and the Consequences thereof.
3. On Conditions of Sale, and the Judicial Construction of the Conditions usually introduced on the Sale of a Freehold Estate in Lots.

Advanced Course.

On Wills and Testamentary Dispositions.

The Tutor on the Law of Real and Personal Property will discuss the following Subjects in his Private Classes :—

Elementary Class.

The Law of Property of Husband and Wife, including the equitable Doctrines of the Separate Use, and the Wife's equity to a Settlement.

Advanced Class.

- (1) The Preparation of Legal Documents.
- (2) The Form, Construction, and Operation of Assurances of Real and Personal Estate (a) by way of absolute conveyance, (b) by way of security.
- (3) Statutory Assurances, and the clauses imported by statute into legal instruments.

Common Law.

The Professor on the Common Law proposes to deliver, during the ensuing Educational Term, Two Courses of Lectures (there being Six Lectures in each Course) as under :—

Elementary Course.

1. Changes effected by the Judicature Act, 1873,* and Rules of Court, in the Constitution and Procedure of our Law Courts.

2. Nature of the above Changes shown by Reference to Actions of Contract and of Tort.

3. The Ingredients in Crime, and the Course of Criminal Procedure.

The Subjects specified will be treated with a view to giving the knowledge needed for obtaining a Pass Certificate.

Advanced Course.

1. Operation of the Judicature Act, 1873* (see Sects. 24, 25) in regard to Certain Doctrines of our Common Law.

2. The Concurrent Administration of Law and Equity Exemplified.

3. Criminal Procedure and Crimes of Ordinary Occurrence.

The above-mentioned Subjects will be treated in a practical manner, and reported cases illustrating them will be cited.

Mr. Houston will consider the following Subjects:—

Elementary Class.

1. Common and Statute Law.
2. Jurisdiction of the Superior Courts, and Procedure in an Action, in View of Projected Changes.
3. Contracts of Record, Special and Simple.

Advanced Class.

1. Contracts required to be in Writing.
2. Contracts not in Writing—how Constituted, Varied, or Discharged.
3. Contract of Sale.

Dr. Lyell will discuss the following Subjects with his Classes, viz :—

Elementary Class.

1. The General Nature, Incidents, and Peculiarities of Contracts under Seal.
2. The Leading Principles of Law applicable to Simple Contracts.
3. The Leading Rules observed by the Courts in the interpretation of Written Contracts.

Advanced Class.

1. Bailments (Continued), including the Law as to Pledges, Innkeepers, and Carriers.
2. A Discussion and Explanation of the Nature of Torts generally, as compared with Contracts, and Crimes.

Note.—The Tutor, having regard to the fusion of law and equity, contemplated by the Judicature Act, 1873, will endeavour to point out how the Common Law on the above Subjects will be modified by the application of equitable doctrines.

Mr. M. Powell proposes to consider the following Subjects with his Classes :—

Elementary Class.

The Law of Torts.

* Which will be noticed briefly, owing to the postponement of its operation.

Advanced Class.

The effect on the Common Law of the Supreme Court of Judicature Acts, 1873, 1874.

1. As to Procedure.
2. As to Principles.

The Professor of Hindu and Mahomedan Law, and the Laws in force in British India, proposes to deliver, in the ensuing Educational Term, a Course of Six Public Lectures on the following Subjects, viz :—

Hindu Law.

1. Civil and Criminal Procedure Codes.
In the Private Class the Tutor will discuss the Indian Law of Evidence (Act of 1872).

By Order of the Council,
(Signed) S. H. WALPOLE, Chairman.
Council Chamber, Lincoln's Inn,
11th July, 1874.

HINDU, MAHOMMEDAN, AND INDIAN LAW.

Michaelmas Term, 1874.

EXAMINATION.

Rules for the Examination of Candidates.

An examination will be held in October next, to which a student of any of the Inns of Court will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the treasurer's office of the Inn of Court to which he belongs on or before Friday, the 16th day of October next.

The examination will commence on Monday, 26th day of October next, and will be continued on the Tuesday following.

It will take place in the Hall of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination will be conducted in the following order :—

Monday morning, 26th October, at ten, on Hindu Law; afternoon, at two, on Mahomedan Law.

Tuesday morning, 27th October, at ten, on the Indian Penal Code, and Criminal Procedure Code; Afternoon, at two, the Civil Procedure Code, and Indian Contract Act.

The oral examination of students will take place after the examiner has perused the examination papers, of which notice will be given.

The examiner will examine in the following subjects :—

1. Hindu Law—
On a. Maintenance.
b. Adoption.
c. Minority.
d. Coparcenary.
e. Division, and
f. Succession in divided families.
2. Mahomedan Law, the whole (except sale).
3. The Indian Penal Code. Chapters 2, 4, 5, 11, 14, 16, and 17.
4. The Criminal Procedure Code. Act X., of 1872. Parts 2, 5, 8, and 10.
5. The Civil Procedure Code (Act VIII. of 1859, and XXIII. of 1861). Chapters 1, 3, 4, 6, 7, and 8.
6. The Indian Contract Act (IX. of 1872). The eight first chapters.

By Order of the Council,
(Signed) S. H. Walpole, Chairman.
Council Chamber, Lincoln's Inn,
11th July, 1874.

COUNCIL OF LEGAL EDUCATION.

Michaelmas Term, 1874.

EXAMINATION OF CANDIDATES FOR PASS CERTIFICATES.

The attention of Students is requested to the following Rules:—

No Student admitted after the 31st December, 1873, shall be examined for Call to the Bar until he shall have kept nine Terms; except that Students admitted after that day shall have the option of passing the Examination in Roman Civil Law at any time after having kept four Terms.

An Examination will be held in October next, to which a Student of any of the Inns of Court, admitted before the 1st day of January, 1873, who is desirous of becoming a

Candidate for a Certificate of Fitness for being Called to the Bar, will be admissible.

Each Student proposing to submit himself for Examination will be required to enter his name at the Treasurer's Office of the Inn of Court to which he belongs, on or before Friday, the 16th day of October next; and he will further be required to state in writing whether his object in offering himself for Examination is to obtain a Certificate preliminary to a Call to the Bar, or whether he is merely desirous of passing the Examination in Roman Civil Law under the above-mentioned Rule.

The Examination will commence on Thursday, the 22nd day of October next, and will be continued on the Friday and Saturday following.

It will take place in the Hall of Lincoln's Inn; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following Order:—

Thursday Morning, 22nd October, at Ten, on Constitutional Law and Legal History; in the Afternoon, at two, on Equity.

Friday Morning, 23rd October, at Ten, on Common Law; in the Afternoon, at Two, on the Law of Real and Personal Property.

Saturday Morning, 24th October, at Ten, on Jurisprudence, Civil and International Law, Public and Private, and the Roman Civil Law.

The Oral Examination will be conducted in the same Order, during the same Hours, and on the same Subjects, as those already marked out for the Examination by Printed Questions.

The Examiner in Constitutional Law and Legal History will examine in the following Books and Subjects:—

1. Broom's Constitutional Law.
2. Hallam's Middle Ages, Chapter 8.
3. Hallam's Constitutional History.

Candidates will at their option be examined in No. 1 and No. 2 or in No. 1 and No. 3 only of the foregoing Subjects.

The Examiner in Equity will examine in the following Subjects:—

1. Trusts.
2. Partnership.

Candidates will be examined in the above-mentioned Subjects.

The Examiner in the Law of Real and Personal Property will examine in the following Subjects:—

1. The Feudal Law, as adopted in England, and the Statutory Changes in it.
2. Estates, Rights, and Interests in Real and Personal Property; and Assurances and Contracts concerning the same.
3. Mortmain; Perpetuity or Remoteness; Conditions; Easements; Notice; Election and Satisfaction.

Candidates will be examined in the elements of the foregoing Subjects.

The Examiner in Common Law will examine in the following Subjects:—

1. The Law of Contracts and Mercantile Law.
2. The Law of Torts.
3. The Law of Crimes.
4. The Law of Procedure and Evidence.

Candidates will be examined on General and Elementary Principles of Law.

The Examiner in Jurisprudence, Civil and International Law, and Roman Civil Law, will examine in the following Book and Subject:—

- The Institutes of Justinian (by Sandars).

Candidates will be examined in the above-mentioned Book and Subject.

HILARY EXAMINATION, 1875.

The Examination for Studentships in Jurisprudence and Roman Civil Law will be in the following Books and Subjects:—

1. Institutes of Gains and of Justinian.
2. The First Book of the Institutes of Justinian (illustrated by corresponding portions of the Digest).
3. History of Roman Law (Ortolan).
4. Principles of Jurisprudence, as developed by Bentham, Austin, and Maine.

5. Elements of International Law (Woolsey).

6. Elements of Private International Law (Storcy).

By order of the Council,

(Signed) S. H. WALPOLE, Chairman.

Council Chamber, Lincoln's Inn,
11th July, 1874.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 14, 1874.

3 per Cent. Consols, 92½	Annuities, April, '85 9½
Ditto for Account, Aug 92½	Do. (Red Sea T.) Aug. 190½
3 per Cent. Reduced 92½	Ex Bille, £1000, 2½ per Ct. 4 pm.
New 3 per Cent., 92½	Ditto, £500, Do 4 pm.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 4 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5
Do. 5 per Cent., Jan. '78	Ct. (last half-year) 259
Annuities, Jan. '80—	Ditto, ditto, under £1000
	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80 168½	Ditto, 5½ per Cent., May, '79 102
Ditto for Account,—	Ditto Debentures, per Cent
Ditto 4 per Cent., Oct. '88 103½	April, '64—
Ditto, ditto, Certificates,—	Do. Do. 5 per Cent., Aug. '73 100½
Ditto Unfaced Ppr., 4 per Cent. 94½	Do. Bonds, 4 per Ct., £1000
Ind. Inf. Pr., 5 p Ct., Jan. '72	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Bristol and Exeter	100	121
Stock Caledonian	100	92
Stock Glasgow and South-Western	100	98
Stock Great Eastern Ordinary Stock	100	42½
Stock Great Northern	100	139½
Stock Do., A Stock*	100	135
Stock Great Southern and Western of Ireland	100	108
Stock Great Western—Original	100	117½
Stock Lancashire and Yorkshire	100	145½
Stock London, Brighton, and South Coast	100	82
Stock London, Chatham, and Dover	100	31
Stock London and North-Western	100	132½
Stock London and South Western	100	113½
Stock Manchester, Sheffield, and Lincoln	100	71½ x d
Stock Metropolitan	100	61½ x d
Stock Do., District	100	24½
Stock Midland	100	131½
Stock North British	100	60½
Stock North Eastern	100	167½
Stock North London	100	111
Stock North Staffordshire	100	64
Stock South Devon	100	63
Stock South-Eastern	100	109½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Up to Wednesday the railway market was firm, but on that day prices receded. There was a slight reaction on Thursday; but this was hardly sustained on Friday. In the foreign market there was a considerable advance on Tuesday in most of the leading stocks. On Wednesday the tone was again good, and in several instances a further advance was realised. There was little alteration on Friday. Consols on Thursday closed 92½ to ¼ for delivery, and 92½ for the 1st of September.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BELLINGER—On Aug. 11, at Baden-cottage, Aigburth, Liverpool, the wife of Thomas Bellinger, solicitor, of twins (daughters).

CORP—On Aug. 11, at Rockfield-villa, Herbert-road, Wimbledon, Surrey, the wife of Alfred Evelyn, Copp, solicitor, of 37, Essex-street, Strand, of a son.

GULLY—On Aug. 11, at 65, Queensborough-terrace, the wife of W. C. Gully, Esq., barrister-at-law, of a daughter.

PALMER—On Aug. 11, at Kensington, the wife of T. E. Palmer, Esq., barrister-at-law, of a son.

MARRIAGES.

DUNCAN—JEFFREYS—On Aug 10, at Holy Trinity Church, Richmond, George James Duncan, Esq., of the Inner Temple, to Jane Angela, eldest surviving daughter of Julius Jeffreys, Esq., F.R.S., Richmond.

SMITH—GABRIEL—On Aug 10, at All Saints Church, Wandsworth, Lumley Smith, Esq., of the Inner Temple, barrister-at-law, to Jessie, second daughter of Sir Thomas Gabriel Bart., of Edgcombe-hall, Wimbledon, Surrey.

DEATHS.

DWELLY—On Aug. 11, at 25, Lower Phillimore-place, Kensington, W., John Holmes Dwelly, Esq., of the Solicitors' Department, Inland Revenue, Somerset House, aged 57.

FRAMPTON—On Aug. 11, after a short illness, John De Kewer Frampton, Esq., barrister-at-law, of 17, Talbot-square, Hyde-park, aged 73.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, AUG. 11, 1874.

Elmsted, Charles Henry, and **Sutton, John Elliot**, attorneys and solicitors, Portsmouth. Aug. 4

Winding up of Joint Stock Companies.

TUESDAY, AUG. 4, 1874.

UNLIMITED IN CHANCERY.

National Mutual Shipping Assurance Association.—V.C. Malins has, by an order dated July 22, appointed George Whiffin, Old Jewry, to be official liquidator.

LIMITED IN CHANCERY.

Alhambra Music Hall Company (Portsmouth) Limited.—Petition for winding up, presented July 29, directed to be heard before V.C. Hall, on Aug. 12. Musgrave, Queen Victoria st, solicitor for the petitioners.

Bessemer Steel and Ordnance Company, Limited.—By an order made by V.C. Malins, dated July 24, it was ordered that the above company be wound up. Newman and Co, Cornhill, solicitors for the company.

Blaen Caelan Company, Limited.—The M.R. has, by an order dated July 3, appointed Mr George Tempany Smith, Aberystwith, to be official liquidator. Creditors are required, on or before Sept. 17, to send their names and addresses, and the particulars of their debts or claims, to the above. Saturday, Oct. 31, at 11, is appointed for hearing and adjudicating upon the debts and claims.

General Phosphate and Chemical Works Company, Limited.—By an order made by V.C. Malins, dated July 24, it was ordered that the above company be wound up. Lawson, Lombard st, solicitor for the petitioner.

FRIDAY, AUG. 7, 1874.

LIMITED IN CHANCERY.

Ellesmere Foundry and Engineering Company, Limited.—Petition for winding up, presented Aug. 5, directed to be heard before V.C. Hall on Aug. 19. Milne and Co, Harcourt buildings, Temple, solicitors for the petitioners.

Middlesex Mutual Coal Association, Limited.—Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to James Waddell, Queen Victoria st. Saturday, Oct. 31 at 12, is appointed for hearing and adjudicating upon the debts and claims.

COUNTY PALATINE OF LANCASTER.

Geole Alum and Smelting Company, Limited. The V.C. has by an order, dated April 24, appointed Ebenezer Adamson, Cross st, Manchester, to be official liquidator.

TUESDAY AUG. 11, 1874.

UNLIMITED IN CHANCERY.

Partnership for acquiring a Lease of the Sadlers Wells Theatre, and carrying on the same Theatre. Creditors are required, on or before Sept. 29, to send their names and addresses, and the particulars of their debts or claims, to Edward Hart, Moorgate st. Wednesday, Nov. 4 at 12, is appointed for hearing and adjudicating upon the debts and claims sent in, and as to which proof has been required.

Teme Valley Railway.—Creditors of the above are required, on or before Oct. 13, to send their names and addresses, and the particulars of their debts or claims, to George Rushout Godson, Great Queen st, Westminster. Wednesday, Nov. 4 at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Cardiff and Merthyr Guardian Newspaper and Printing Company, Limited.—V.C. Hall has, by an order dated July 14, appointed John Jenkins, Cardiff, to be official liquidator. Creditors are required, on or before Oct. 26, to send their names and addresses, and particulars of their debts or claims, to the above. Monday, Nov. 16 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Combined Services Co-operative Association, Limited.—V.C. Malins has, by an order dated Aug. 5, appointed Philip Charles Nixon, Crotched Friars, to be official liquidator.

Compagnie Generale de Demenagements et de Transports Divers pour Paris, La France et l'Etranger, Limited.—V.C. Malins has, by an order dated July 18, appointed John Earle Hodges, King's Arms Yard, to be official liquidator. Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims to the above. Friday, Oct. 30 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Continental and Shipping Butter Company, Limited.—The M.R. has, by an order dated July 6, appointed James Cooper, Coleman st buildings, to be official liquidator. Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Nov. 5 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, AUG. 7, 1874.

Harrietsham Ten Pounds Burial Society, Roebuck Inn, Harrietsham, Kent. July 22.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, AUG. 7, 1874.

Anstey, Thomas Chisholm, Middle Temple, Barrister-at-Law. Nov. 3

Anstey v Anstey, V.C. Bacon. Somerville, Lincoln's inn fields

Blackmur, George, Mount terrace, New rd, Whitechapel, Umbro

Manulacturer. Sept. 1. Blackmur v Blackmur, M.R. Cross

Hackney rd

Brown, John, Shrewsbury, Grocer. Sept. 30. Hagnes v Price, V.C.

Malins. Morris, Shrewsbury

Combe, John, Lady Lake's grove, Mile End, Timber Merchant. Sept.

1. Combe v Steplings. M.R. Brown, Walbrook

Higgins, Charles, Liverpool, General Broker. Sept. 3. Higgins v

Arnold. Registrar, Liverpool District

Hobbs, Henry, King's rd, Peckham, Licensed Victualler. Oct. 1. Hobbs

v Reid, V.C. Hall. Reid, Raymond buildings, Gray's inn

Humphreys, Robert, Richard, Carnarvon, slats Merchant. Oct. 19.

Payne v Humphreys, M.R. Jones, Carnarvon

Leach, James, Hoxton st, Silversmith. Sept. 30. Leach v Leach, V.C.

Malins. Meadows, Bond court, Walbrook

Moore, Thomas, Edward Laws, Stonehouse, Devor, Admiral. Oct. 1.

Moore v Moore, M.R. Rawle, Bedford row

Ohme, Charles, Berwick st, Soho, Silversmith. Oct. 1. Linder

Millson, M.R. Carr, Regent st

Ovey, Richard, Avenue rd, Regent's Park, Esq. Sept. 29. Ovey v

Ovey, V.C. Malins. Coppington, Goddard st, Doctors' common

Portbury, Amelia, Baverock rd, Mile End. Oct. 17. White v Melish

M.R. Turner, Leadenhall st

Ross, McCulloch, Montague st, Bloomsbury, Gent. Sept. 29. Ross

v Wieg, V.C. Malins. Wing, Gray's inn square

Simpson, Anna, Chaucer rd, Herne Hill, Bookbinder. Oct. 17. Simp-

son v Walford, M.R. Paxon, St Paul's place, Canonbury

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, AUG. 4, 1874.

Allanson, James, Greatham, Lurham, Surgeon. Sept. 1. Debing and

Simpson, West Hartlepool

Alsop, Richard, Chesterfield, Derby, Gent. Sept. 12. Cutts, Chester-

field

Batt, Richard, Camden rd, Camden Town, Gent. Sept. 29. Myan

Abchurch yard, Cannon st

Blair, David, Whyte, Churchill, Somerset. Aug. 29. Perham, Writting

Brownell, John, Sheffield, Merchant. Aug. 28. Rodgers and Co, Shef-

field

Cottle, George, Stockton, Durham, Builder. Oct. 1. Dodds and Co,

Stockton-on-Tees

Clark, Samuel, Royal, Heigham, Norwich, Butcher. Oct. 1. Wm

and Francis, Norwich

Clough, William, Brampton House, near Chesterfield, Derby, Gent.

Nov. 9. Gratton, Chesterfield

Corningham, Charles, Corningham, Bungay, Suffolk, Esq. Nov. 1.

Young and Co, Essex st, Strand

Coulman, John, Pickering, York, Farmer. Sept. 1. Watson and

Whitehead, Pickering

Evans, Rev Edward, Halkin Rectory, Flint. Sept. 1. Thomas

Aberystwith

Fowler, Benjamin, Southport, Lancashire, Gent. Sept. 5. Guder,

Liverpool

Hardy, John, Stratford-upon-Avon, Warwick, Gent. Sept. 1. Hobbs

and Co, Stratford-upon-Avon

Harper, Joseph, Belmont st, Chalk Farm rd. Sept. 1. Mackeson, and

Co, Lincoln's inn fields

Harrington, George, Cowen, Deer Park, Stanwix, Cumberland, Esq.

Sept. 19. Donald, Carlisle

Hedges, Thomas, Reading, Berks, Esq. Sept. 29. Whatley and Son,

Reading

Hilton, George, Flemings, Essex, Gent. Sept. 12. Duffield and Bro,

Chelmsford

Howarth, John, Southport, Lancashire, Gent. Sept. 21. Farrar and

Hall, Manchester

Hustler, Thomas, Acklam Hall, York, Esq. Oct. 1. Dodds and Co,

Stockton-on-Tees

Jackson, Thomas, Corlett, Stockton, Durham, Merchant. Sept. 1.

Dodds and Co, Stockton-on-Tees

Keenlyside, Richard, Headham, Surliton, Surrey, Esq. Oct. 1. Dods

and Co, Stockton-on-Tees

Lawrence, Rev George, Guesard, Huddersfield, York. Aug. 18.

Rodgers and Co, Sheffield

Messer, Thomas, Old Stables, Hertford, Farmer. Sept. 1. Sise and

Co, Parish st, St John's, Southwark

Ormes, Mary Ann, Brightlingsea, Essex. Aug. 23. Pope, Colchester

Overall, Samuel, Wixol Park, Suffolk. Sept. 1. Low, Broad st, Cheap-

side

Patteson, Rev Thomas, Hambledon, Hants. Sept. 30. Patteson and

Cobbold, St Bride st, Ludgate circus

Reece, Rees, Guildford st, Russell square, Chemist. Sept. 15. Patteson

and Cobbold, St Bride st, Ludgate circus

Tryon, Captain John, Dover, Kent. Oct. 1. Mowll, Dover

Tryon, Margaret, Dover, Kent. Oct. 1. Mowll, Dover

Waddiell, William, Shipley, York, Labourer. Sept. 15. Grew,

Bradford

Weir, Edward, Stratford, Essex, Engineer. Sept. 15. Nicholson and

Co, Lime st

FRIDAY, AUG. 7, 1874.

Ayre, Thomas, Trafford Park, Lancashire, Agent. Sept. 1. Taylor and

Co, Manchester

Bateman, Henry, King John's court, Holywell lane, Shoreditch.

Whelwright. Sept. 23. Jeakinson, Eastcheap

Benson, Joseph, Knaresborough, York. Oct. 10. Kirby and Son,

Knaresborough

Bowman, William, Tunbridge Wells, Kent, Esq. Sept. 1. Stone and

Simpson, Tunbridge Wells

Campbell, Sir George, Ctesham place, Baronet. Sept. 29. Nicholson

and Herbert, Spring gardens, Charing Cross

Daniel, Edward, Kingsworthy Lodge, Southampton, Esq. Sept. 29.

Gellatley and Co, Lombard court, Gracechurch st

Fairweather, Richard, Newcastle-upon-Tyne, Mahogany Merchant.

Sept. 21. Blacklock and White, Newcastle-upon-Tyne

Flint, John Berry, Margate, Esq. Aug. 31. Ingie and Co, Thread-

needle st

Foster, Betsey, Liverpool. Sept. 21. Peace, Wigan

Fryer, Cornelius Willoughby Hudleston, Child's place, Temple, Bar
rister-at-Law. Oct 1. Lawford and Waterhouse, Austin Friars
Garforth, Mary Anne, Steeton, York. Oct 1. Taylor and Co, Brad-
ford.
Covey, Charles Sidney, Great Portland st, Oxford st, Esq. Nov 1.
Lewis and Co, Southampton st, Strand
Gratton, Charles Joseph, Gray's inn square, Gent. Oct 31. Gratton,
Killemith gate, Chesterfield
Hill, William John Boughton, Westoe, Durham, Gent. Oct 1. Kidson
and Co, Sunderland
Hillard, Jane, Wallingford, Berkshire. Oct 31. Welsh, Addison
Villas, West rd, Forest Hill
Mugshot, John Samuel, Brighton, Sussex, Railway Refreshment
Room Contractor. Sept 10. Perry, Guildhall chambers, Basinghall at
Hughes, Thomas, Holy well, Flint, Innkeeper. Sept 1. Holt and
Bowe, Liverpool
Johns, Thomas, Chelmsford, Essex, Woolstapler. Sept 19. Duffield
and Bruty, Chelmsford
Kanning, Henry, Little Bangton, Northampton, Farmer. Sept 1.
Roche, Deventry
Ramsden, Robert, Stanley, York, Farmer. Oct 1. Fernandes and
Gill, Wakefield
Edmondson, George, Brencely, Kent, Farmer. Oct 1. Gorham and
Warner, Tunbridge
Stannell, James, Queen's gardens, Hyde Park. Oct 5. Wansey and
Bowen, Moorgate at
Twyer, John Pearse, Fillham, Devon, Gent. Oct 31. Rooker and Co,
Plymouth
Self-Collins, Thomas, Llynthill Lodge, Tulse Hill, Esq. Sept 15.
Potter, King st, Cheapside
Smith, William Russell, Weston Subedge, Gloucester, Farmer. Sept
30. Kendall and Son, Bourton-on-the-Water
Stannard, Ann, Stinfild, Sussex. Sept 30. Bostock and Rawlinson,
Horsham
Wills, Mary, Sydenham park, Kent. Sept 15. Potter, King st, Cheap-
side

Bankrupts.

TUESDAY, Aug. 4, 1874

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in the Country.

Bedford, Thomas, Horsham, Sussex, Solicitor. Pet July 30. Shapland.
Brighton, Aug 19 at 11
Brew, William, Whitehaven, Cumberland, Grocer. Pet July 30. Were.
Whitehaven, Aug 17 at 11
Grundy, Ellis, Farnworth, Lancashire, Brickmaker. Pet Aug 1.
Halden, Bolton, Aug 24 at 11
Harley, Ezra Brown, and James Walker, Leeds, Woollen Manu-
facturers. Pet July 31. Marshall. Leeds, Aug 19 at 11
Holroyd, William, Fixby, York, Flock Dealer. Pet July 30. Rankin.
Hull, Aug 24 at 11
Roe, James, Beighton, Derby, Builder. Pet July 30. Rodgers.
Sheffield, Oct 8 at 12
Scott, Ernest Melancthon, Wordsley, Stafford, Mineral Merchant. Pet
July 30. Shapland. Stourbridge, Aug 25 at 12
Thomas, James Simeist, Walsall, Stafford, Draper. Pet July 31.
Clark. Walsall, Aug 19 at 12

FRIDAY, Aug. 7, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bank, John, Clyde villas, Mall rd, Hammersmith, Builder. Pet Aug 3
Brighton, Aug 18 at 11
Evered, Arthur, Belle vue, Hampstead, Physician. Pet Aug 5
Haslitt. Aug 27 at 11. 30
Gruver, August Frederick, Wornwood st, Commission Merchant. Pet
Aug 4. Pepps. Aug 20 at 11
To Surrender in the Country.
Allison, Anthony, Scarborough, York, Beerhouse Keeper. Pet March
30. Woodall. Scarborough, Aug 18 at 10
McIntyre, Donald, Bath, Travelling Draper. Pet Aug 5. Wilton
Bath. Aug 19 at 12

TUESDAY, Aug. 11, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Mace, Charles John, Budge row. Pet Aug 5. Haslitt. Aug 27 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 7, 1874.

Holroyd, Daniel and William Henry Bottomley, Bradford, York, Cotton
Warp Merchants. Aug 4

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 7, 1874.

Adler, Charles, New Broad st, Merchant. Aug 17 at 2 at offices of
Barnett, New Broad st
Alexander, Moses, Middlesborough, York, Jeweller. Aug 19 at 11 at
Barker's Temperance Hotel, Bridge st West, Middlesborough.
Bainbridge, Middlesborough
Algar, John, Barham, Dartmouth terrace, Rotherhithe, Stonemason.
Aug 19 at 3 at offices of Harvey, Basinghall st. Deere, Walbrook
Alkany, Louis Charles, and Thomas Topia Rowland, Honey lane
market, Warehousamen. Aug 13 at 12 at offices of Plunkett,
Gutter lane
Baldy, John Nicholas Clifford, Newbury, Berks, Bootmaker. Aug 18
at 12 at offices of Abbott and Co, New Inn, Strand. Lucas, Newbury
Barker, Joseph Edwin, Leeds, Boot Manufacturer. Aug 20 at 3 at
offices of Fawcett and Malcolm, Park row, Leeds
Burton, Edmund, Coventry, Innkeeper. Aug 24 at 2 at the Castle
Hotel, Broadgate, Homer, Coventry
Dunnett, Andrew, Bath, Baker. Aug 20 at 11 at offices of Bartrum,
Northumberland buildings, Bath

Barwell, Benjamin, Summer rd, Peckham, Colourman. Aug 13 at 2
at 35, Hatton garden
Beck, James, Penhoel, Carmarthen, Farmer. Aug 13 at 2 at the
Guildhall, Carmarthen, in lieu of the place originally named
Bills, John, and James Bills, Ettinghall, Stafford, Nut Manufacturers.
Aug 19 at 4 at offices of Umbers, St George's chambers, Snow hill,
Wolverhampton
Blake, Edward, Wellington chambers, London Bridge, [Provision Agent.
Aug 18 at 2 at offices of Russell and Co, Old Jewry chambers
Blankaby, George, Chesterfield, Derby, Boot Maker. Aug 21 at 10 at
offices of Goodall, Soreby st, Chesterfield
Bly, John Barber, Lowestoft, Suffolk, Builder. Aug 19 at 3 at the
Crown Hotel, Lowestoft. Coaks, Norwich
Bock, William Edward, Gloucester, Railway Clerk. Aug 17 at 2 at
offices of Taynton and Son, Clarence chambers, Gloucester
Bown, James, Newport, Monmouth, Grocer. Aug 21 at 1 at offices of
Lloyd, Bank chambers, Newport
Bruce, James, Queen's row, Waiworth rd, Boot Maker. Aug 13 at 3
at 35, Hatton garden
Carmon, Richard, Carbrook, Sheffield, Boot Maker. Aug 19 at 3 at
offices of Craig, Queen st, Sheffield
Carruthers, Robert, Birkenhead, Cheshire, Draper. Aug 19 at 3 at
offices of Mawson, Duncan st, Birkenhead
Clark, James, Frizington, Cumberland, Iron Ore Merchant. Aug 25 at
3 at the Globe Hotel, Whitehaven
Connan, George Henderson, St Mary axe, Merchant. Aug 17 at 2 at
offices of Hand and Co, Coleman st
Craven, Francis, and Jonas Waterhouse, Thornton, York, Stuff Manu-
facturers. Aug 19 at 11 at offices of Wood and Killick, Commercial
Bank buildings, Bradford
Dean, Thomas, Flint, Auctioneer. Aug 17 at 3 at the Queen's Hotel,
Chester. Kelly and Co
De Horne, Abraham, Warrford court, Throgmorton st, out of business.
Aug 19 at 3 at offices of Wood and Hare, Basinghall st
Driffeld, Robert, Boxmoor, Hertford, Farmer. Aug 19 at 12 at offices
of Bullock, Great Berkhamstead
Edmonds, Charles, Balsall Heath rd, Worcester. Aug 21 at 2 at the
Guildhall Tavern, Gresham st. Tyndall and Co, Birmingham
Fawcett, James, Newcastle-upon-Tyne, Public Accountant. Aug 19 at
2 at offices of Bush, Nicholas buildings, Newcastle-upon-Tyne
Fyffe, Henry, Hove, Sussex, Schoolmaster. Aug 21 at 3 at offices of
Lamb, Ship st, Brighton
Gibb, John, Hanley, Stafford, Draper. Aug 23 at 11 at offices of
Stevenson, Cheapside, Hanley
Glover, Alfred Draper, Crickelewood, Middlesx, Licensed Victualler.
Aug 26 at 12 at offices of Chubb, Bucklersbury
Green, John, Swaffham, Norfolk, Bootmaker. Aug 19 at 11 at offices
of Winearis, Swaffham
Hall, Thomas, and Samuel Meire Hall, Shrewsbury, Salop, Mercers.
Aug 13 at the Lion Hotel, Surewbury, in lieu of the place originally
named
Hallen, Mumford, Hanley, Stafford, Hoiser. Aug 13 at 3 at the County
Court Offices, Cheapside, Hanley. Tennant
Heseline, Richard, Birmingham, Draper. Aug 13 at 10 at offices of
Farrow, Queen st, Wolverhampton
Hirt, Thomas, Bradford, Yorkshire, Carter. Aug 24 at 3 at offices of
Hutchinson, Piccadilly, Bradford
Holroyd, Edmund, and Henry Wade, Stroud, Gloucestershire, Cloth
Manufacturers. Aug 20 at 11 at the Bell Hotel, Southgate st, Glou-
cester, Kearsey and Parsons, Stroud
Hooton, Peter, Cross Heath, Stafford, Gardener. Aug 18 at 2 at the
County Court Offices, Cheapside, Hanley. Tennant
Horberry, Tom, Kingston-upon-Hull, Journeyman Cooper. Aug 19 at
3 at offices of Summers, Manor st, Kingston-upon-Hull
Horsman, Thomas, Westbourne cottage, Kensal rd, Carman. Aug 17
at 3 at 35, Walbrook. Deere, Walbrook
Jackson, Edward, Bradford, Yorkshire, Pianoforte Seller. Aug 19 at
11 at offices of Watson and Dicksons, Bank st, Bradford
Kay, Robert, Linton, Yorkshire, Farmer. Aug 18 at 1 at the Angel
Hotel, Wetherby
Kelsey, William Turner, Catford, Kent, Miller. Aug 21 at 3.30 at
offices of Duncan, Cannon st
Kenyon, John, Irlam, near Manchester, Labourer. Aug 23 at 3 at
offices of Ambler, South King st, Manchester
Kir-y, James, Swaleccl, Durham, Auctioneer. Aug 17 at 12 at offices
of Bush, St Nicholas buildings, Newcastle-upon-Tyne
Kohler, Thomas Henry, Margate, Kent, Photographic Artist. Aug 29
at 11 at the Edinburgh Hall, Margate. Gibson
Lendrum, James, Edward Hotchkiss, Frith st, Soho, Perfumer. Aug
24 at 2 at the Guildhall Tavern, Gresham st. Walters and Gush,
Finsbury circus
Lockett, William, Lower Broughton, Lancashire, Warehouseman. Aug
19 at 3 at the Sherbourn Hotel, Sherbourn st, Manchester. Ward,
Manchester
Lovett, Joseph, Grove st, Mile End rd, Butcher. Aug 13 at 1 at
offices of Sydney, Leadenhall st
Low, John, Elm Lodge Farm, Wood Green, Farmer. Aug 18 at 1 at
offices of Field, Furnival's inn, Holborn
Moore, Charles Edward, Leeds, Sponge Merchant. Aug 19 at 11 at
offices of Hardwick, Boar lane, Leeds
Mallinson, James Ellis, Dewsbury, York, Spirit Merchant. Aug 31 at
10.15 at offices of Scholes and Son, Leeds rd, Dewsbury
Marshall, Edwin, Huddersfield, York, Provision Dealer. Aug 17 at 3 at
the Queen's Hotel, York
Meller, Frederic, New Broad st. Aug 19 at 2 at offices of Chorley and
Crawford, Moorgate st
Parkes, Edward, Wulhall, Stafford, Fruiteer. Aug 21 at 3 at
offices of Clark, New rd, Wulhall
Patton, George, Newcastle-upon-Tyne, Plumber. Aug 20 at 2 at
offices of Sewell, Grey st, Newcastle-upon-Tyne
Perry, Francis, Upper Thames at, Carman. Aug 18 at 3 at the Wal-
brook Exchange Mart. Deere, Walbrook
Pott, William Hallings, Great St Helen's, Ship Broker. Aug 17 at 12
at 10a Ironmonger lane. Wilds and Co
Potter, Henry, Nottingham, Joiner. Aug 25 at 11 at offices of Smith,
Fletcher gate, Nottingham
Powis, Enoch, Hanley, Stafford, Grocer. Aug 25 at 11 at the Queen's
Hotel, Hanley. Paddock, Hanley

Poynter, James, Wareham, Dorset, Tailor. Aug 14 at 12 at the Black Bear Hotel, Wareham. Travers, Poole
 Pressprich, Otto, Liverpool, Merchant. Aug 21 at 2 at offices of Harwood and Co, North John st, Liverpool. Gill, Liverpool
 Riley, Robert, Saltburn-by-the-Sea, York, Builder. Aug 17 at 11 at offices of Benison and Co, Zealand rd, Middlesbrough. Dobson, Middlesbrough
 Shaw, William, Leeds, Engineer. Aug 21 at 12 at offices of Pullan, Bank chambers, Park row, Leeds
 Sleet, George Alfred, Whitehaven, Cumberland, Umbrella Manufacturer. Aug 21 at 3 at offices of Paisson, 10b Irish st, Whitehaven
 Sloan, Alfred Birtles, Southport, Lancashire, Bookseller. Aug 24 at 3 at offices of Gibson and Bolland, South John st, Liverpool
 Smallbrook, John, Yardley, Worcester, Maltster. Aug 21 at 12 at offices of Beale and Co, Waterloo st, Birmingham
 Smart, William Ridley, Aldermanbury, Umbrella Manufacturer. Aug 20 at 2 at offices of Brown, Eastcheap
 Smith, Benjamin, Normanton, York, Fruit Merchant. Aug 19 at 3 at offices of Harrison and Smith, Chancery lane, Wakefield
 Smith, John, Wetherby, Y. rk, Seed Merchant. Aug 20 at 2 at offices of Burrell and Pickard, Albion st, Leeds
 Thomas, William Ivor, Upper Belzise terrace, Hampstead, Fishmonger. Aug 13 at 2 at offices of Plunkett, Gutter lane
 Tildesley, Alfred, Stafford, Boot Manufacturer. Aug 18 at 11 at offices of Hand and Co, Merdin st, Stafford
 Wallace, Joseph, Epton, Durham, Cattle Salesman. Aug 19 at 1 at the Cattle market Hotel, Cattle market, Newcastle-upon-Tyne
 Walters, David, Llardover, Carmarthen, Draper. Aug 15 at 10.15 at offices of Green and Griffiths, St Mary st, Carmarthen
 Wheelhouse, Jonathan Renton, Grange gardens, Shepherd's bush, Warehouseman. Aug 24 at 11 at offices of Child, South square, Gray's inn
 White, Ebenezer Messum, Eastbourne, Sussex, Builder. Aug 24 at 12 at 87, Torminus rd, Eastbourne. Stiff
 Winward, Elliot, Bury, Lancashire, Glozger. Aug 24 at 3 at the White Horse inn, Fleet st, Bury. Cro-sland, Bury
 Woodward, Alfred, Brushfield st, Spitalfields market, Potato Salesman. Aug 24 at 2 at offices of Sydney, Leadenhall st
 Young, Martha, Derby, Felmonger. Aug 20 at 11 at offices of Potter, All Saint's chambers, Derby

TUESDAY, Aug 11, 1874.

Bartlett, Frederick, Ridenhall with Harleston, Norfolk, Chemist Aug 27 at 2 at the Swan Inn, Harleston. Lyas, Harleston
 Bate, Thomas Oxleden, 8-staff rd, Linc. St. Vintuiler. Aug 25 at 3, at the Swan Hotel, Staff. rd. Morgan, Stafford
 Bishop, Edwin James, Bristol, Commercial Traveller. Aug 15 at 11 at offices of Clifton, Corn st, Bristol
 Briges, Arthur, Navenby, Lincoln, Tailor. Aug 29 at 11 at offices of Harrison, Bank st, Lincoln
 Broadwood, Frances Mary Hamilton, Badford place, Russell square. Sept 2 at 3 at offices of Day, South square, Gray's inn
 Butler, James, Manchester, out of business. Aug 24 at 3 at the Falstaff Hotel, Market place, Manchester. Law, Manchester
 Butters, John Lizars, and Thomas Stewart Butters, Stockton-on-Tees, Durham, Lithographers. Aug 21 at 3 at offices of Draper, Finkle st, Stockton-on-Tees
 Byrne, George, Motley avenue, Curstain rd, Shoreditch, Stationer. Aug 18 at 3 at offices of Cooper, Charing cross
 Cason, Robert, Bradford, York, Staff Merchant. Aug 22 at 10 at offices of Berry and Robinson, Charles st, Bradford
 Chatwood, Samuel, Cannon st, Mine Proprietor. Aug 20 at 12 at 145, Cheapside. Cooper and Sons
 Christopher, William, Newport, Monmouth, Builder. Aug 24 at 12 at offices of Gibbs, Newport
 Cockrill, William Elias, Bury St Edmunds, Suffolk, Miller. Aug 24 at 12 at offices of Partridge and Greene, Crown st, Bury St Edmunds
 Colbran, Norbury Collins, Tunbridge Wells, Kent, Printer. Aug 26 at 3 at offices of Burton, Dyott terrace, Tunbridge Wells
 Cole, John William, St George rd, Primrose hill, Dairyman. Aug 24 at 4 at offices of Pain, Marylebone rd
 Comyn, Thomas Ross, Threadneedle st, Share Dealer. Aug 24 at 2 at offices of Lewis, Gresham buildings, Basinghall st
 Connah, William, Cheshire, Commercial Traveller. Aug 19 at 3 at offices of Churton, Esgate buildings, Chester
 Cotching, Thomas, Hayes, Middlesex, Farmer. Sept 3 at 12 at offices of Flux and Co, East India avenue
 Davison, Henry, Manchester, Leather Dealer. Aug 21 at 4 at offices of Addieshaw and Warburton, King st, Manchester
 Digan, William Cunningham, Threadneedle st. Aug 24 at 2 at offices of Cooper and Co, George st, Mansion House. Hollams and Co, Mincing lane
 Dill, John, Derby, Draper. Aug 27 at 3 at offices of Harrison and Co, Becket well lane, Derby. Hextall, Derby
 Dimmock, Matthias, Bilton, Stafford, Horse Dealer. Aug 25 at 10.15 at the Spread Eagle, Lichfield st, Bilton. Jaques, Birmingham
 Doar, John Frederick, Beeston, Nottingham, Grocer. Aug 27 at 12 at offices of Heath, St Peter's Church walk, Nottingham
 Edgley, Thomas, Queen Victoria st, Commission Agent. Sept 4 at 2 at offices of Perry, Guildhall chambers, Basinghall st
 Fardon, Levi, Bramley rd, Notting hill, Doctor. Aug 24 at 12 at 1, Blechenden st, Lancaster rd, Notting hill
 Gibson, William, Aston-juxta-Birmingham, Flint and Coloured Glass Manufacturer. Aug 20 at 3 at offices of Parry, Bennett's hill, Birmingham
 Griffiths, David, Llanelly, Carmarthen, Tanner. Aug 21 at 11 at offices of Barnard and Co, Albion Chambers, Bristol
 Hayward, Eliza, Augusta Hall, and Ellen Coleman, Clifton, Bristol, Milliners. Aug 21 at 2 at offices of Buckingham, Albion chambers, Broad st, Bristol
 Hewett, Alfred, Idol lane, Tea Dealer. Aug 25 at 3 at offices of Isard and Bette, Eastcheap. Simpson and Cullingford, Gracechurch st
 Hill, James, Bagillt, Flint, Implement Agent. Aug 24 at 3 at offices of Cartwright, Bridge st row East, Chester
 Hindle, Jonathan, Ascrington, Lancashire, Weaver. Aug 25 at 3 at offices of Kenyon, New Market st, Blackburn
 Hobson, John, Halliwell, Lancashire, Agent. Aug 24 at 3 at offices of Dawson, Exchange at East, Bolton

Holmes, Alfred, Wigan, Lancashire, Coal Dealer. Aug 27 at 11 at offices of France, Churchgate Market place, Wigan
 Horn, Charles Richard, and Frederick Gullman, Leicester, Boot Manufacturers. Aug 25 at 11 at 4, New st, Leicester. Toiler and Sons
 Hunter, William, Sheffield, Yorkshire, Grocer. Aug 21 at 1 at offices of Fairbank, Bank st, Sheffield
 Hydes, Robert, Sheffield, Grocer. Aug 26 at 1 at offices of Brook and Co, Change alley, Sheffield
 Jolly, Anthony, Monkwearmouth, Durham, Bootmaker. Aug 24 at 11 at offices of Graham and Graham, John st, Sunderland
 Jones, Merick, Razlan, Monmouth, Maltster. Aug 24 at 4 at offices of Jones, Frognore st, Abergeveny
 Kelly, John, Brynauwr, Brecon, Innskeeper. Aug 26 at 12 at offices of Cox and Co, Market chambers, B. ynamawr
 King, William Thomas, Curstain rd, Shoreditch, Upholsterer. Aug 24 at 2 at offices of Coles and Co, Bishopsgate st Within. Nutt
 Lester, Frederick Marler, Leicester, Leather Merchant. Aug 24 at 1 at 4, New st, Leicester. Fowler and Co
 Loader, Caleb, Falcon square, Wine Merchant. Sept 2 at 12 at offices of Crook and Smith, Fenchurch st
 Manning, Thomas Foxall, Clarendon place, Hornsey road, Holloway, Stationer. Aug 19 at 12 at 35, Walbrook. Falcher, London wall
 Marchington, William, Aston-juxta-Birmingham, Road Contractor. Aug 19 at 3 at offices of Fallows, Cherry st, Birmingham
 Marshall, Thomas, Leicester, Boot Manufacturer. Aug 24 at 3.30 at offices of Harrold, Fockington's walk, Leicester
 McArde, John Fergus, Liverpool, Poulterer. Aug 21 at 3 at offices of Teabay and L. nch, Sweeting street, Liverpool
 Minnett, Thomas, Clifton, Bristol, Lodging house Keeper. Aug 25 at 12 at offices of Salmon and Henderson, Broad st, Bristol
 Mytton, Ebenezer, Birmingham, Painter. Aug 19 at 12 at offices of Fallows, Cherry st, Birmingham
 Pollard, Benjamin, Chacewater, Cornwall, Draper. Aug 24 at 12 at offices of Trevena, West End, Redruth
 Pone, Edwin, Southampton, Draper. Aug 27 at 2 at offices of Star, Ironmonger lane
 Rawson, Arthur, Sheffield, Plumber. Aug 24 at 12 at 15, Fig tree lane, Sheffield. Nicholson
 Redman, William, Liverpool, Builder. Aug 22 at 12 at offices of Gibson and Bolland, South John st, Liverpool. Rundis, Liverpool
 Rhodes, Thomas, Fore st, Commission Merchant. Aug 18 at 12 at the Victoria Hotel, Great George st, Leeds. Girdwood, Verulam buildings, Gray's inn
 Robertson, George, Sheffield, Draper. Aug 24 at 11 at offices of Binney and Sons, Queen st Chambers, Sheffield
 Savage, Joseph, Cambridge, Gloucester, Dealer in Sheep. Aug 22 at 12 at offices of Cooke, Pitt st, Gloucester
 Schofield, James Satchells, and Thomas Arthur Pickles, Wakefield, Yorkshire, Dyers. Aug 21 at 3 at offices of Harrison and Smith, Chancery lane, Wakefield
 Simpson, Philip Blythe, Little Choriton, Derby, out of business. Aug 29 at 10.30 at offices of Tweed, Lincoln
 Smith, Henry Robert, Cambridge, News Agent. Aug 25 at 3 at offices of French, St Andrew's hill, Cambridge
 Smith, Job Henry, New Whittington, Derby, Draper. Aug 21 at 11 at offices of Edgy, Change alley, Sheffield. Brook and Co, Sheffield
 Sparrow, John Wadsworth, Northampton, Leather Seller. Aug 21 at 11 at offices of Jeffery, Market square, Northampton
 Stobbs, Richard, North Shields, Northumberland, Boat Builder. Aug 25 at 11.30 at offices of Tinsley and Co, Howard st, North Shields
 Stone, Francis, Wrexham, Denbigh, Furniture Broker. Aug 22 at 12 at the Hen and Chickens Hotel, New st, Birmingham. Sherratt, Wrexham
 Tamblin, Silas, Ponscann, Cornwall, Farmer. Aug 22 at 3 at offices of Carlyon and Paul, Quay st, Truro
 Taylor, Charles, Coleford, Gloucester, Printer. Aug 20 at 12 at the Angel Hotel, Coleford. Fryer and Orley, Coleford
 Thomas, Melchior James, Bristol, General Dealer in Hardware. Aug 21 at 12 at offices of Brittan and Co, Small st, Bristol
 Torbeck, Robson, Middlesbrough, York, Surgeon. Aug 21 at 1 at offices of Draper, Finkle st, Stockton-on-Tees
 Torgersen, John Ludwig Emil, Newcastle-upon-Tyne, Merchant's Clerk. Aug 21 at 2 at offices of Wallace, Pilgrim st, Newcastle-upon-Tyne
 Wade, Charles Gregory, Leadenhall st, Quina Merchant. Aug 25 at 3 at 125, Leadenhall st. Peddell, Basinghall st
 Wakelam, Benjamin, Willenhall, Stafford, Mortise Lock Maker. Aug 24 at 3 at offices of Dalow, Queen square, Wolverhampton
 Warner, George, Stone, Kent, Beerhouse Keeper. Aug 21 at 3 at the White Hart Hotel, Greenhithe. Lewis and Bell, Rochester
 Wells, Henry, Nottingham, Cabinet Maker. Aug 24 at 12 at offices of Heath, St Peter's Church walk, Nottingham
 Wilson, Thomas, Sunderland, Durham, Glass Dealer. Aug 21 at 1 at offices of Rooke and Midgley, Boar lane, Leeds
 Wise, Thomas, and William Gee, Jan, Boston, Lincoln, Bankers. Aug 25 at 11 at the Assembly Rooms, Boston. Kearsey, Old Jewry
 Worthington, Thomas, Latchford, Cheshire, Veterinary Surgeon. Aug 27 at 3 at offices of Lawrence, Commercial chambers, Warrington
 Zucker, Solomon, King st, Candlen Town, Jeweller. Aug 20 at 11 at office of Willis, St Martin's court, Leicester square

EDE AND SON,

ROBE MAKERS.



By Special Appointment To Her Majesty, THE LORD CHANCELLOR,
 'the Whole of the Judicial Bench, Corporation of London, &c.

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